

## **Sullivan County NH**

**Type of meeting:** Board of Commissioners Regular Business Meeting Minutes  
**Date/Time:** Tuesday, February 19, 2008; 3:05 PM  
**Place:** Unity Complex – 5 Nursing Home Drive, Sullivan County Health Care Facility, 1<sup>st</sup> Floor Recreation Room

**Attendees:** Commissioner Jeffrey Barrette – *Chair*, Bennie Nelson – *Vice Chair* and Ethel Jarvis – *Clerk*; Peter Farrand – *Human Resource Director / Notary*; Greg Chanis – *Interim County Manager*; Paul Markowitz – *ANEI*; Jim Gruber – *ANEI*; Ted Purdy – *S.C.H.C. Administrator*; Becky Trudelle – *Director of Nursing* (arrived later in meeting); Ross Cunningham – *DOC Superintendent*; Sheriff Michael Prozzo; and Sharon Johnson-Callum (minute taker).

**Public Attendees:** State-County Delegates Suzanne Gottling and Larry Converse (both arrived later in the meeting).

**3:05 PM** The Chair, Jeffrey Barrette, brought the meeting to order when all Commissioners were present.

Sheriff Michael Prozzo led the *Pledge of Allegiance*.

**Agenda Item No. 1** State of NH: Superior/Probate Court Lease Agreement with County – Must be signed by Chair & Clerk and notarized

**3:10** Commissioner Barrette entertained a motion to authorize the Chair and Clerk to sign the lease agreement. Commissioner Nelson seconded the motion. Discussion – Mr. Chanis confirmed the agreement terms, such as years, renewal option and percentage increase in each year. He also confirmed the County Attorney reviewed the agreement; they discovered the agreement requires signatures from the Chair and Clerk, and must be notarized. He also confirmed renovations would be paid by the State with County doing work. A voice vote was taken. The motion carried, unanimously.

Mr. Farrand notarized the signatures. [Appendix A]

**Non Agenda Item** Sheriff's Office: Vehicle Fleet Lease Agreement  
Sheriff Prozzo noted the Board and Delegation previously approved this, plus the County Attorney and Interim County Manager has reviewed the document. He requested signatures of the Chair and Clerk on the documents [Municipal Services Group Inc. documents].

**3:12** Commissioner Nelson moved [to have] the appropriate people [officers of board] sign [the] appropriate documents. Commissioner Jarvis seconded

**the motion. There was no discussion. A voice vote was taken. The motion carried unanimously All in favor.**

The Chair and Clerk signed the documents. [Appendix B]

**Agenda Item No. 2. CDBG Project No. 07-410-CDED**

Commissioner Jarvis asked if there were in-direct funds built into the grant for the County. Ms. Johnson-Callum noted the only amount the County could retain would be \$2,000, to be applied towards any audit / liability and, per Mr. Cannon, could be used to pay for the CDBG ads invoiced. Mr. Chanis noted there only a few checks to be created, to the sub recipient and the others for the grant administrator.

**3:17 Commissioner Barrette moved to ratify the agreement and have it notarized. Commissioner Nelson seconded the motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.**

The Chair and Clerk signed the documents, which were then notarized by Mr. Peter Farrand. [Appendix C]

**Agenda Item No. 3 Annual Pancake Breakfast**

**3:19 Commissioner Jarvis moved to hold discussions of the pancake breakfast to later in the meeting, within the Commissioners Report. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

**Agenda Item No. 6.d. & 7.b. Executive Sessions**

**3:20 Commissioner Jarvis moved to hold the two Executive Sessions, listed under 6.d. and 7.b., to be held after the Public Participation. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

**Agenda Item No. 4. Materials Recovery Facility (MRF) Update**

Mr. Jim Gruber and Mr. Paul Markowitz noted they attended today's meeting to update the Board on the [Resource Recycling Systems] *Recycling Collection and Processing Options For Sullivan County NH October 2007* report [previously posted on line at: <http://www.sullivancountynh.gov/RRSRecycling%20ReportFINAL.pdf>], to discuss what it means and open a dialogue regarding the County's future role. The Board was provided with a memo dated 2/12/08 from Mr. Gruber as Project Director [Appendix D], along with a copy of the report. Mr. Markowitz discussed the recycling rates among various towns in the county. He noted the state goal was to be recycling 40% by 2000, and most towns in Sullivan are under 10%. He noted the 1 million spent on disposal in the area could be diverted towards more recycling efforts, doing the right thing. He discussed the two pieces to waste disposal: collection and processing; must make it easy for people to collect. For example, where there is curbside waste disposal, there should be curbside

recycling. He noted the collection piece generally is up to individual towns. A MRF, whether it's dual or single, is part of the processing. Dual stream usually entails cardboard/paper and containers for plastic, glass and metals. The report was to figure out how to maximize processing. Conclusion: 1) with sufficient amount of materials there was viable potential for a MRF in the area. There are current MRF's in Keene, Maine, Burlington, Rutland and Windham. It is not economical to haul 40-50 miles and the area needs a facility to consolidate / a transfer station to haul 20-25 tons of material.

3:27 Rep. Suzanne Gottling arrived.

Mr. Markowitz noted there was a great need for leadership in the area for waste management, sorting processing or recycling combined with transfer station for waste he briefly discussed recent conversations between ANEI and Hartland Solid Waste - permits are currently being applied for. Mr. Gruber indicated Keene and Burlington are looking at upgrading to a single stream and there are opportunities to haul to these places as well as return haul with certain recyclables. He noted the leadership role would be to look at dual vs. single stream, financing - could float a bond and have mou's, and a site - if the site was on County property, with use of County inmate labor, the County could participate as a "supporter" role in the system. The meeting at this point was opened to the Board for discussion, questions / answers. Mr. Gruber distributed a "Pay-as-You-Throw PAYT for the Communities of Sullivan County ... an initiative to assist households in reducing waste, increasing recycling, and saving money" brochure [Appendix E]. ANEI has been unable to make contact with Claremont City Council and would also like to meet with Newport; they have provided a similar memo to both. After more discussion, Commissioner Barrette confirmed the County is in the position to step forward as facilitators, but feels their primary focus should be on current County finances and the DOC jail project. Commissioner Barrette confirmed he would contact Claremont to schedule a meeting with the County, Claremont City and ANEI and would get back to ANEI before the end of the week. Mr. Markowitz discussed other towns interested in participating in future conversations: Charlestown and Washington have expressed interest. Mr. Gruber recommended inviting representatives from the Keene and Hartland processing centers to a future committee meeting to look at activities and numbers and discuss what they can offer. Mr. Markowitz is currently working with the UVLSRPC on an upper valley solid waste committee; their next meeting is March 20<sup>th</sup>. The Concord Coop, who is interested in building a facility, and would like to get recyclables from Claremont area, will be attending the meeting.

## **Agenda Item No. 5. DOC Superintendent Report**

### Agenda Item No. 5.a. Census

Ross Cunningham distributed copies of Tuesday February 19, 2008 [Appendix F] population breakdown. He confirmed the home confinements are all electronic monitoring. He confirmed both the Phoenix and Friendship houses are 28-day treatment programs. He pointed out 1/2 the population would be sitting in jail without the pre-trial services; this program requires a lot of daily phone calls and is taxing the staff - he recently spoke to Attorney Hathaway regarding maximum allowances to the program, due to staff. Superintendent Cunningham confirmed they have ten (10) waiting for an opening in a treatment program, a number unchanged since their PowerPoint presentation.

#### Agenda Item No. 5.b. Staffing

They have 31 staff allocations with 30 positions filled. They are working on recruiting a CO. Superintendent Cunningham noted Mr. Lock from Smith College come up and interviewed at the DOC for an internship to complete his Masters; if he receives the internship, he will be working under Mr. Gramuglia – DOC LADC. The internship would be per diem and could be paid from the Inmate Commissary Fund.

#### Non agenda item – Programming

Commissioner Jarvis indicated a prestigious person of the community, who applauds Mr. Cunningham's efforts with the Community Corrections program, contacted her. Superintendent Cunningham confirmed he gathered Sheriff's Office cost data as it pertains to the Community Corrections program.

#### Non agenda item – Video Arraignment

Superintendent Cunningham is looking into video arraignments for the Newport complex.

### **Agenda Item No. 6. Sullivan County Health Care Administrator Report**

#### Agenda Item No. 6.a. Census

Mr. Purdy distributed copies of:

- ☐ January 2008 Medicare, Private, Medicaid and HCBC (Respite) Census,
- ☐ Sullivan County Nursing Home Quarterly Resident Census,
- ☐ Medicare Length of Stay Analysis,
- ☐ Summary Admission / discharge List Totals for Assisted Living, Expired, Home, Hospital and Nursing Home,
- ☐ Summary Admission / Discharge List for MCD, MRA and PVT types,
- ☐ Summary Admission / discharge List for HCB, INS, MCD, MCP, MRA, PVT
- ☐ Summary Admission / Discharge List totals for: Unknown, FH [Funeral Home / Expired], H [Home], HS [Hospital], Assisted Living, Expired, Home, Hospital and Nursing Home.

[Reports listed as Appendix G1-7]. Mr. Purdy anticipates census increasing in spring. Commissioner Jarvis noted there was a recent article with a statement made regarding Alzheimer / dementia census, and questioned if they could take on more of these residents in the general population? Mr. Purdy noted the MacConnell Unit allows them to provide ambulatory residents with defined programming and places those in their latter stages into general population. Mr. Purdy confirmed they were not turning away appropriate admissions. Mr. Purdy noted he'd find out what FH stood for on the Summary Admission / Discharge List [see above definition]. Commissioner Barrette concluded the data illustrates the County is off by three (3) for the year and have taken in three (3) less than what they've discharged.

#### Agenda Item No. 6.b. Staffing

Mr. Purdy confirmed they have interviewed five (5) people, over the past couple months, for the External Care Coordinator position; they want a nurse with clinician experience and strong public relations, but have failed to find the appropriate person, as of yet.

#### Agenda Item No. 6.c. Revenue Projections

Mr. Purdy pointed out the Board had a copy of the Revenue Projections [Appendix H], which was provided to the EFC at their recent meeting. There is a projected revenue shortfall, with the positive news in Fund 40 expense side - they are \$479,000 under

budget, for last seven months. Commissioner Jarvis commended Mr. Purdy for the "excellent" presentation he held for the EFC meeting.

4:26 *Representative Converse arrived.*

**Agenda Item No. 7.                      Facilities & Operations Director / Interim County Manager Report**

Agenda Item No. 7.a. WHIP contract with NRCS

Mr. Chanis noted this was a continuation of a 5-year project, with this particular project pertaining to the parcel down the road from the jail, across from St. Sauvier property where they will be using a brontosaurus for mowing and evasive species control. They hope to do the mowing while the ground is frozen.

- ☐ 4-acre forestry mowing to create early successional habitat project: total mowing cost would be approximately \$5,400, WHIP would pay \$2,700, Woodcock Management Institute is willing to pay \$2,000 as long as MOU approved, leaving balance of \$700 due.
- ☐ Invasive plant control: This would not occur until mid to late summer. Pictures provided in handout. WHIP would pay 75% for evasive plant control, total cost for project, between \$1,000 - \$2,000, with County input around \$500.

County funding for total two projects would be approximately \$1,200. There are budgeted funds in the Unity Facilities Department, line 3700. Commissioner Nelson noted he supports the County placing monies into this project and pointed Chuck Hersey has attained sizable grant funds. Mr. Chanis recommended they make a motion to have him sign agreement with wildlife management institute to partially fund the project outlined.

**4:33 Commissioner Nelson moved to have the Interim County Manager sign the agreement with wildlife management institute to partially fund the project outlined. Commissioner Jarvis seconded the motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.**

Non Agenda Item      County Land Wood Harvesting

Mr. Chanis confirmed he scheduled a meeting with New England Forestry representative, Dave Kent, to discuss putting out to bid timber harvesting on the Marshall Pond area; timber is already marked. The bid would go out this spring; harvest would occur next winter; deposit, of approximately \$5,000, might be received before the end of the fiscal year, net could be \$15,000 – \$18,000.

Non Agenda Item – Previous Brush Hogging Work

Mr. Chanis confirmed the brush hogging was completed at the Marshall Pond and Judkin's property areas.

**Agenda Item No. 8.                      Commissioners' Report**

Commissioner Jarvis read out loud a letter dated Feb. 10, 2008 to the Board signed by the following 10 State-County Delegates: Cloutier, Converse, Donovan, Franklin, Gagnon, Gottling, Jillette, Nielsen, Skinder and Houde. The letter noted their views on the financial condition of the county, provided a summary of what they felt had occurred,

and included their recommendations and solutions [Appendix I]. Commissioner Nelson feels the letter was positive, the Board is already exploring some of those recommendations and there is no reason not to explore all recommendations.

### **Agenda Item No. 3                      Annual Pancake Breakfast**

After a discussion on the function of the event, a tentative date was set for the Annual Pancake Breakfast: Sunday, June 8<sup>th</sup>. The group discussed various venue options: out front with tent, inside with displays in the Recreation / Dining Room and tent out back temporarily blocking traffic and using the outside overhang area, or Ahern Building. The group briefly discussed events to take place and who to invite. The Chair requested further pre-planning discussions to be placed on a future meeting agenda in Unity.

### **Agenda Item No. 9                      Public Participation**

Representative Converse asked about the status of the Judkin's property. It was noted they were waiting for Mr. Flanders to return. Mr. Chanis noted NH Fish & Game has offered funding towards the cost of the easement and he believes they will be deciding by the end of this week. Commissioner Jarvis indicated there was a neighbor of the Judkin's Property who has expressed interested in donating and she would contact Mr. Flanders regarding this issue. The Board anticipates a resolution to occur within this fiscal year.

Representative Converse pointed out the current budget shows the County has plenty of money, and questioned if it was "real or monopoly money"? Commissioner Barrette noted the County is under budget with expenses, but also under budget with revenues. Representative Converse questioned why the County would be paying out \$1,200 on the WHIP project if they don't have it. Commissioner Barrette noted, they could pay \$1,200 now, along with grant funds, or, let the fields go further and pay twice as much later without grant funds. Commissioner Nelson added, if they leverage thousands of dollars through conversation / wildlife monies for hundreds of local, he feels it's a good deal for all.

Representative Gottling expressed her appreciation to their response to the Delegation letter; noting, future savings might be better realized with a Finance Director, even though not budgeted, she feels the expenditure now would help the County at the end of this year and next. Commissioner Barrette assured her they were watching every dime.

Representative Gottling thanked Mr. Chanis for creating the Transfer Request forms, which she indicated were very clear and simple.

Representative Converse noted he did not see the State flag on the pole when he arrived and asked where it was. Mr. Chanis pointed out Representative Converse was instrumental in getting a state flag donated from Senator Odell's office and he would check with Mark [Kenney], as the flag was brought to the Unity complex to be raised on the pole. Representative Converse noted a plaque was also supplied with the flag.

The Board requested Mr. Chanis mail a "thank you" letter to Senator Odell's office.

Representative Gottling and Converse, as well as Superintendent Cunningham left the room.

**5:03 Commissioner Jarvis moved to go into Executive Session per RSA 91:A.3.II. a & c for a personnel issue from Mr. Purdy, Nursing Home Administrator. Commissioner Nelson seconded the motion. There was no discussion. A role call vote was taken. All Commissioners were in favor.**

Those in Executive Session included: all three Commissioners, Ted Purdy, Becky Trudelle, Greg Chanis and Sharon Johnson-Callum. The group took a short break and returned at 5:05.

**5:13 Commissioner Barrette moved to come out of Executive Session. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

There was no formal decision required with issue discussed in Executive Session.

**5:14 Commissioner Jarvis moved to return to Executive Session per RSA 91:A.3.II. a & c for a personnel issue. Commissioner Nelson seconded the motion. There was no discussion. A role call vote was taken. All Commissioners were in favor.**

Those in Executive Session: all three Commissioners, Ted Purdy, Becky Trudelle, Greg Chanis and Sharon Johnson-Callum.

**5:33 Commissioner Nelson moved to come out of Executive Session. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

There was no formal decision made from the Executive Session discussion.

## **Agenda Item No. 10                      Meeting Minutes**

### Agenda Item No. 10.a.                      Feb. 5, 2008 Public

**5:34 Commissioner Jarvis moved to accept the 2/5/08 public meeting minutes. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried with Barrette and Jarvis in favor. Commissioner Nelson abstained from the vote.**

### Agenda Item No. 10.b.                      Feb. 5, 2008 Executive Session

**5:35 Commissioner Jarvis moved to accept and keep sealed, until the appropriate time to release, the Executive Session minutes from 2/5/08. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

### Agenda Item No. 10.c.                      Feb 13, 2008 2 PM Special Meeting Minutes

Commissioner Jarvis noted the word "moral" should be changed to "morale".

**5:36 Commissioner Jarvis moved to accept the 2/13/08 special meeting minutes with the amendment. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried with**

**Commissioner Jarvis and Nelson in favor. Commissioner Barrette abstained from the vote.**

Non Agenda Minutes                      February 13, 2008 3 PM DOC Awards Ceremony

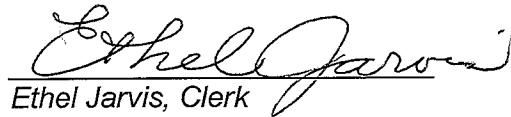
**5:37 Commissioner Jarvis moved to accept the notes form the 3 PM DOC Awards ceremony. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

Non Agenda Minutes                      February 15, 2008 8:30 AM Special Meeting Minutes

**5:37 Commissioner Jarvis moved to accept the 2/15/08 special meeting minutes. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

**5:38 Commissioner Jarvis moved to adjourn the meeting. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

*Respectfully submitted,*



*Ethel Jarvis, Clerk  
Board of Commissioners*

*EJ/s.j-c.*

*Date signed: 3-07-08*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
STANDARD LEASE AGREEMENT

Appendix  
A

1. **Parties to the Lease:**

This indenture of Lease is made this 19th day of February 2008, by the following parties:

1.1 **The Lessor** (who is hereinafter referred to as the "Landlord") is:

**Name:** Sullivan County

*(if corporation, give full corporate name)*

**State of Incorporation:** N/A

*(if applicable)*

**Business Address:** 14 Main Street

*Street Address (if corporation, give principal place of business)*

Newport

NH

03773

(603) 863-2560

City

State

Zip

Telephone number

1.2 **The Lessee** (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE,  
acting by and through its Director or Commissioner of:

**Department Name:** Administrative Services

**Address:** State House Annex, Rm. 420, Bureau of Court Facilities, 25 Capitol Street

*Street Address (official location of Tenant's business office)*

Concord

NH

03301

(603) 271-1143

City

State

Zip

Telephone number

WITNESSETH THAT:

2. **Demise of the Premises:**

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

**Location of Space to be leased:** 1<sup>st</sup> & 3<sup>rd</sup> Floor of County Building at 22 Main Street

*(street address, building name, floor on which the space is located, and unit/suite # of space)*

Newport

NH

03773

City

State

Zip

**The demise of the premises consists of:** 16,206 square feet of space

*(give square footage of the leased space, and attach a floor plan as "Exhibit A")*

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

3. **Term; Delays; Extensions; and Conditions upon Commencement:**

3.1 **Term:** TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Three (3) year(s), commencing on the 1st day of May, in the year 2008, and ending on the 30th day of April, in the year 2011, unless sooner terminated in accordance with the Provisions hereof.

3.2 **Delay in Occupancy:** If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.

**3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED ☐**

*(optional clause, replaces 3.2 above, applicable only if the selection box is marked)*

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as N/A days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null And void without recourse to the parties hereto.

**3.3 Extension of Term:** The Tenant shall have the option to extend the Term for *(insert text)* One (1) Additional term(s) of Two (2) year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

**3.4 Conditions on the Commencement and Extension of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

**4. Rent, Additional Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be and payable on the following date: *(insert month, date and year)* May 1, 2008. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

**4.2 Additional Rent:** *(optional escalation, applicable only if the selection box is marked)* ☐ **SELECTED**

The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

**4.2.1 Tenant's Share of Increased Operating Expenses:** The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)* \_\_\_\_\_

**4.2.2 Tenant's Share of Increased Taxes:** The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: *(insert date)* \_\_\_\_\_

**4.2.3 Determination of Prorated Share:** Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.

**4.2.4 Procedure for requesting Additional Rent:** The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent, which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

**4.2.5 Rebate or Refund of Rent to the Tenant:** If the Landlord receives any rebate, credit or refund of The said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

**5. Conditional Obligation of the State:**

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

**6. Utilities:** (select one of the clauses below, indicating the selection with an "x")

☐ The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

**OR:**

☒ The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following:  
(document the utilities not to be provided in the space below, or further define in Exhibit E)

The Tenant shall be responsible for the provision and direct payment to the provider of telecommunications services required in the Premises.

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* Sullivan County Superior & Probate Court

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

8.2 **Janitorial Services:** *(Select one of the options below by marking the appropriate box)*

☒ Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit C hereto. **OR:**

☐ Janitorial Services shall be the Tenant's responsibility.

8.3 **Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

9. **Alterations, etc.:** The Tenant may, at it its own expense, make any alterations, additions or improvements to the premises; provided that, where such work is of a structural nature, the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

**9.1.1** No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

**9.1.2** If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

**9.1.3** The Landlord, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

**9.2 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

**10. Improvements to the Premises:** ☒ **Selected** (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

**10.1 Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

**10.1.1 Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

**10.2 Landlord's Delay in Completion; Tenant's Options:**

**10.2.1 Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) N/A days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) N/A days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

**10.2.2 Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A. Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B. Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C. Completion of Improvements by Tenant:** Complete the improvements at its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D. Delay Occupancy:** In accordance with paragraph 3.2 herein.

11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)* ☐ **Selected**  
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18. Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.




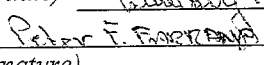
IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

**TENANT:** The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: (give full name and title) Donald S. Hill, Commissioner

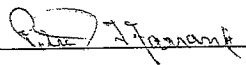
**LANDLORD:** (give name of either the corporation or the individual) Sullivan County, acting by and through its Board of Commissioners

Authorized by: (give full name and title)   
Signature  
Print: Jeffrey Barrette, S.C. Board Commissioner Chair  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE  
OF: New Hampshire COUNTY OF: Sullivan  
UPON THIS DATE (insert full date) February 19, 2010, appeared before  
me (print full name of notary) Peter F. Farrand the undersigned officer personally  
appeared (insert Landlord's signature)   
who acknowledged him/herself to be (print officer's title, and the name of the corporation) \_\_\_\_\_

\_\_\_\_\_ and that as such  
Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing  
him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)

  
PETER F. FARRAND, Notary Public  
My Commission Expires January 4, 2010

**APPROVALS:**

For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the  
"Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

**Approved by the Department of Justice as to form, substance and execution:**

Approval date: \_\_\_\_\_

Approving Attorney: \_\_\_\_\_

**Approved by the Governor and Executive Council:**

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

The following Exhibits shall be included as part of this lease:

**EXHIBIT A**

**Exhibit A:** *Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

- The total demise of the Premises is approximately 16,206 square feet, located on the 1<sup>st</sup> floor (Superior Court) and the 3<sup>rd</sup> floor (Probate Court), configured as shown in the floor plans attached herein.
- In addition to the use of the Premises, the Tenant and the Tenant's visitors shall have the right to use the adjacent parking lot, said use shall be at no additional charge, included in the annual rent.

EXHIBIT A – First Floor (Superior Court)

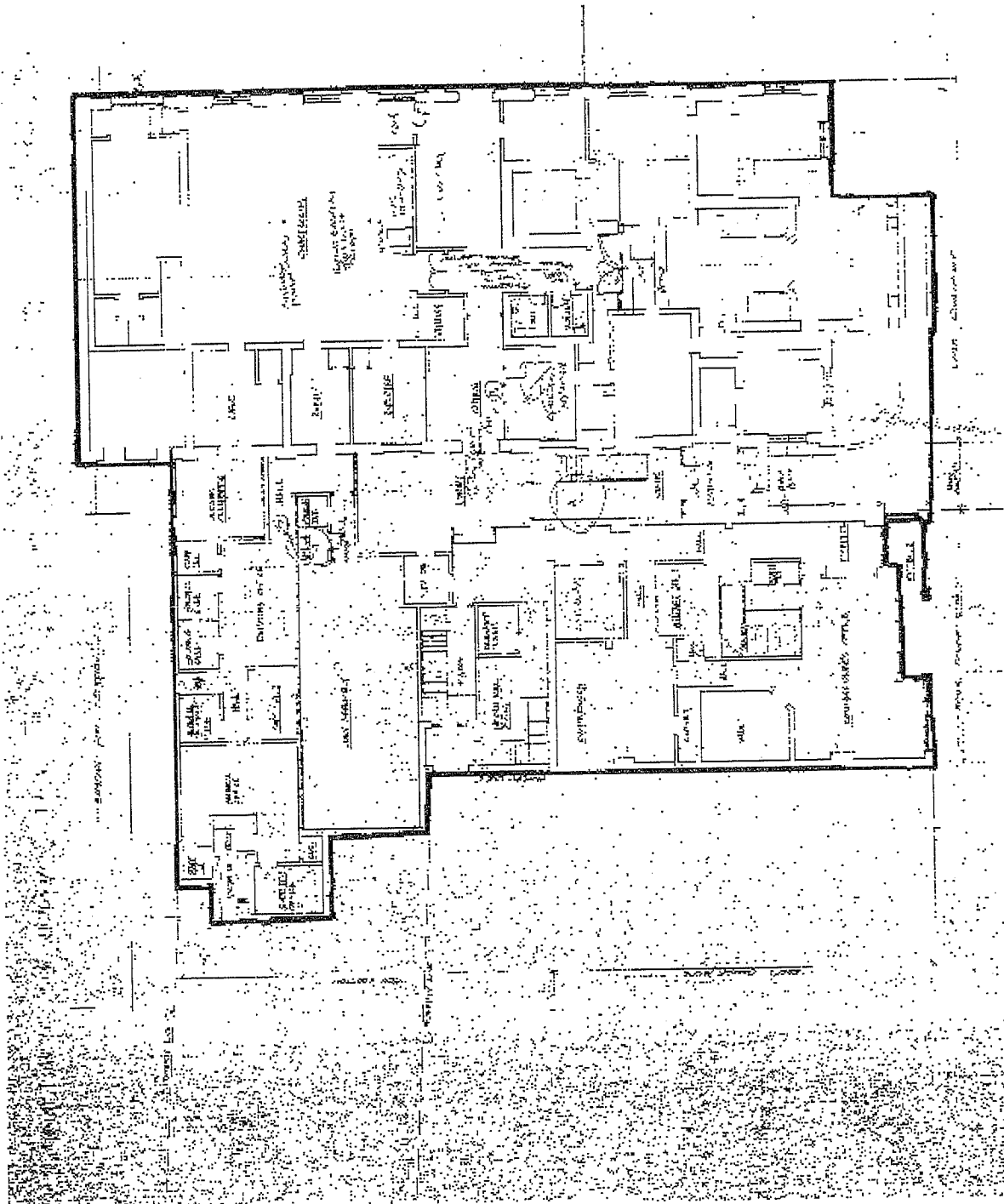
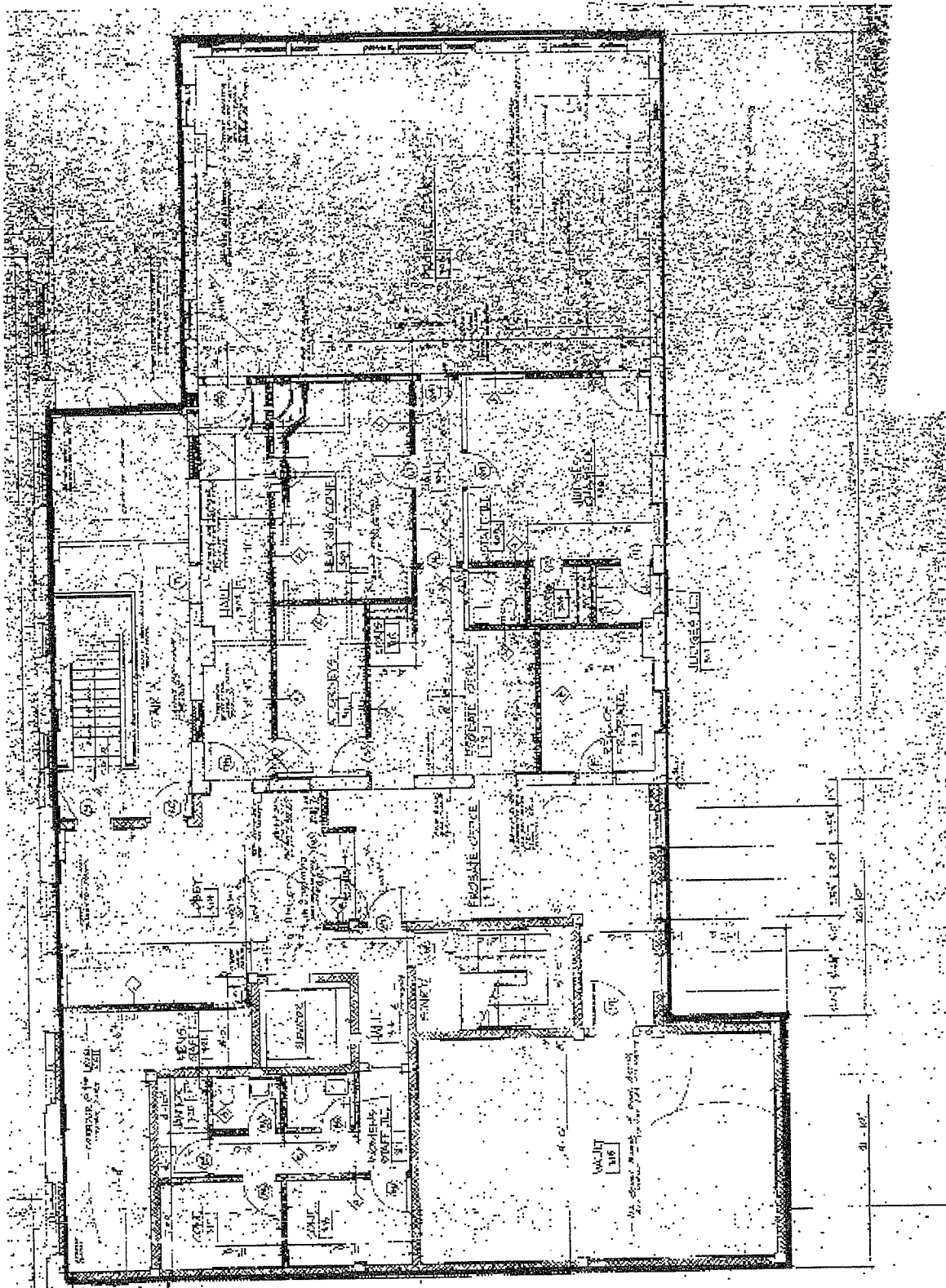


EXHIBIT A - Third Floor (Probate Court)



## EXHIBIT B

**Exhibit B:** *If the annual rent is not as defined in section 4.1 herein, provide a monthly rental schedule of annual payments due during the initial Term, and during any optional extensions to the Term. Document any and all supplemental provisions that define or effect the annual rent.*

### RENTAL SCHEDULE

The Premises are comprised of approximately 16,206 square feet of space, (as set forth in "Section 2" and "Exhibit A" herein) this figure is used to calculate the "square foot cost" of the Premises as set forth below. The rent due for the Premises during the initial three-year Term and optional two-year extension of Term shall be as follows:

#### **Rent for Tenant's Initial Three-year Term:**

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Escalation above Prior Year
1	05/01/08-04/30/09	\$11.74	\$15,854.87	\$190,258.44	2.5%
2	05/01/09-04/30/10	\$12.03	\$16,246.52	\$194,958.24	2.5%
3	05/01/10-04/30/11	\$12.27	\$16,570.64	\$198,847.68	2%
Total for three-year initial term:				<b>\$584,064.36</b>	

#### **Rent for Tenant's Optional Two-year Extension of Term:**

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Escalation above Prior Year
1	05/01/11-04/30/12	\$12.58	\$16,989.29	\$203,871.48	2.5%
2	05/01/12-04/30/13	\$12.89	\$17,407.95	\$208,895.40	2.5%
Total for two-year extension of term:				<b>\$412,766.88</b>	

In addition to the payments set forth in Exhibit B, Rental Schedule, the Tenant shall make one additional payment to the Landlord as reimbursement for the provision of certain improvements and renovations as set forth in Exhibit D. See Exhibit E, Special Provision 1 for text defining the Tenant's one time additional payment.

### EXHIBIT C

**JANITORIAL SERVICES:** *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

1. The Landlord shall assume responsibility for and pay for all janitorial services to the Premises during the term herein. These services shall include, but not be limited to, the following:
  - Daily Vacuuming of all floors in the Premises
  - Daily Damp mop cleaning of the resilient flooring in the rest room.
  - Daily Cleaning of all fixtures and surfaces within the rest room
  - Consistent Provision of all supplies within the rest room, such as toilet paper and paper towels, and
  - Daily Disposal of all office rubbish from wastebaskets and containers within the Premises.
2. The Landlord shall be responsible for the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.
3. The Landlord shall be responsible for cleaning both the interior and exterior surfaces of all windows within the Premises annually.
4. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 Maintenance.
5. The Tenant agrees that the provision of janitorial services is subject to interruption(s) due to the making of repairs, alterations, or improvements, or to causes beyond the Landlord's control.
6. The Landlord shall coordinate the provision of janitorial services to the Premises with the Tenant's need to provide security to the Court.

## EXHIBIT D

### Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

**Part I** "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Access Committee" in "Exhibit G" herein. *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.*

The following renovations and alternations, whether undertaken by the Landlord or Tenant, shall be provided as described herein, and as set forth in Section "9 Alterations" which requires compliance with all applicable building codes, which includes the Architectural Barrier-Free Design Code (ANSI-98 citations), the State Building Code (IBC 2000 & NFPA 101 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations).

Renovations and alterations for provision of Architectural Barrier-Free Accessibility shall be as set forth in Exhibit D, Part III, below; and the Landlord and the Tenant shall negotiate with the Town of Newport with the goal of providing certain parking and site improvements as specified in Exhibit G, items 2 and 3 herein.

**Part II** Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "Certificate of Compliance") or shall be attained as follows:

The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Radon/Indoor Air Quality Program" shall be completed no latter than thirty (30) days after Tenant's occupancy.

The Tenant shall request waiver from "Clean Air" testing requirements from the State of NH Governor and Executive Council coterminous with submission for approval of the agreement herein. Application for this waiver is based upon the following statutory provision:

- *RSA 10-B:4 Exceptions II. The governor and council, upon recommendation by the director of plant and property management or other state agency authorized to build, acquire, or lease office space, may suspend the enforcement of all or part of this chapter or any rule adopted under it upon finding that an emergency or hardship exists which makes compliance with the provisions of this chapter unreasonable.*

The Tenant hereby asserts a fiscal and logistical hardship is imposed by the projected cost of testing which, combined with the lack of a central HVAC system in the Premises, the presence of which is assumed in the protocol of said test, testing for compliance is unreasonable. There are no know air quality concerns within the Premises, therefore suspension and waiver of enforcement of NH RSA 10-B is therefore requested from the Governor and Executive Council.

**Exhibit D, Cont'd:**

**Part III Improvements, Renovations or New Construction:** *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

No later than one hundred twenty (120) days after the commencement of the Term herein, the Landlord (who shall be reimbursed by the Tenant as set forth in Exhibit E, Special Provisions), shall complete the provision of certain renovations and improvements as set forth in the following documents attached hereto:

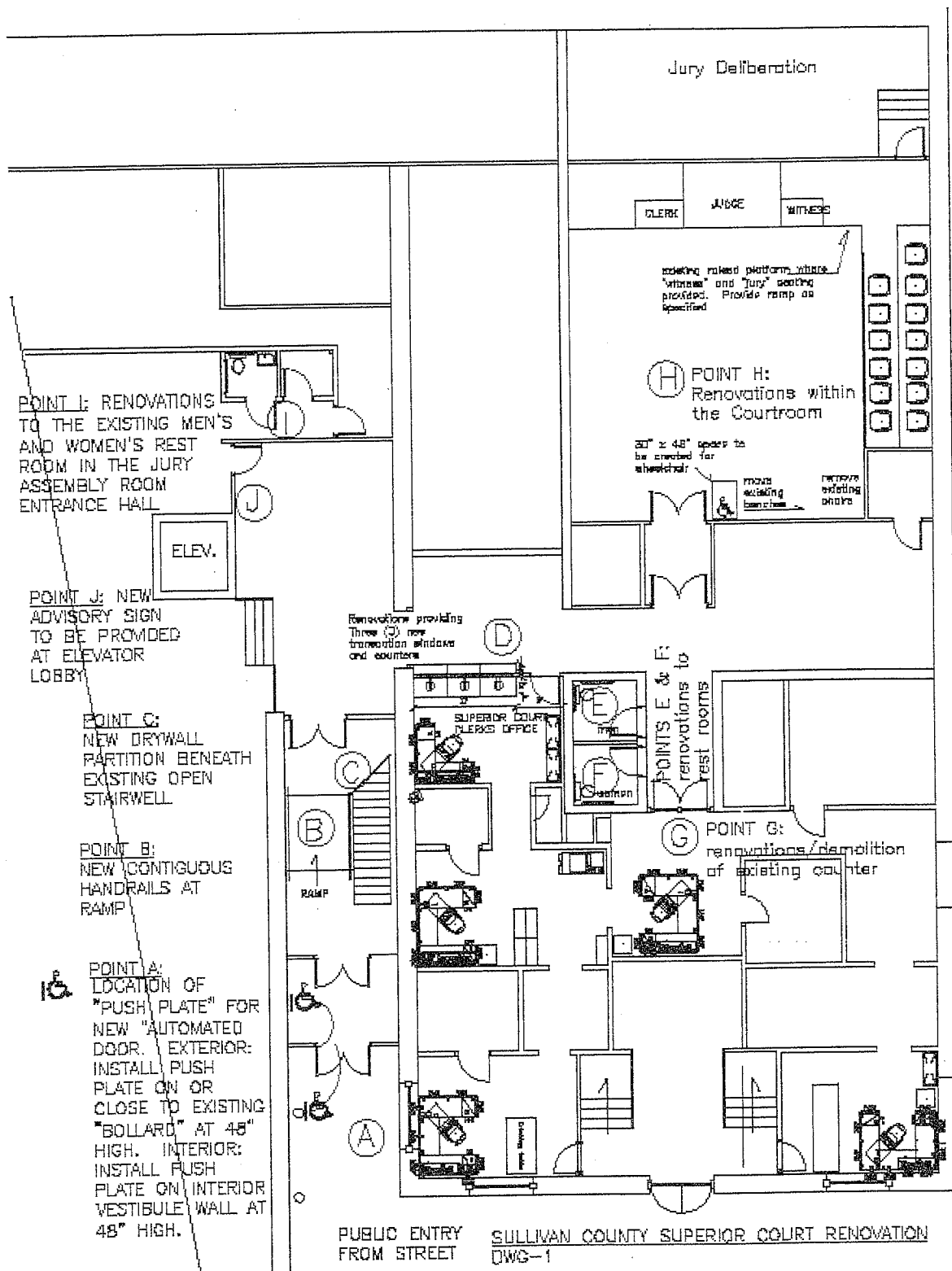
1. Architectural Floor Plan titled: Exhibit D, Part III, Sullivan County Superior Court Renovation (DWG-1); and
2. Architectural Floor Plan titled: Exhibit D, Part III, Ramp Detail for Sullivan County Probate Court Ramp Witness Stand (Point N) (DWG-2); and
3. Architectural Floor Plan titled: Exhibit D, Part III, New Superior Court Clerks Counter (Point D Elevation) (DWG-3); and
4. Text Specifications titled: Exhibit D, Part III, Renovations to provided by the Landlord.

**Part IV Recycling:** *document whether or not there is a readily accessible community-recycling program the leased premises will utilize.*

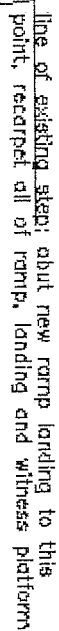
The Tenant shall utilize any recycling services that become readily available at the Premises during the Term herein.



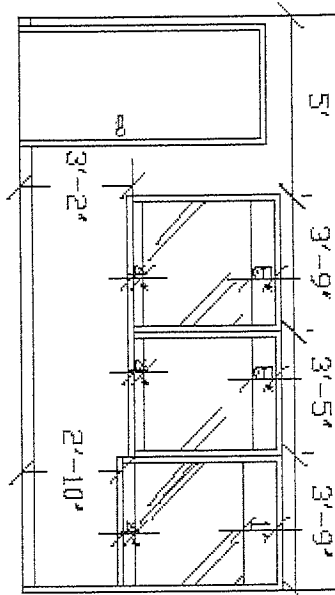
Exhibit D, Part III  
DWG-1



**DWG-2**



- 1) Remove carpet from existing witness stand step and platform. Existing carpeted step approx. 7" high therefore height of bare step and witness platform assumed to be 6" high
- 2) Provide new platform and ramp as shown. All shall be be firmly affixed with no "give", or "play" in the ramped or platform areas. New platform shall directly abut (level) existing witness platform.
- 3) Provide oak trim boards at the edge of the ramp and platform. The trim shall match the finish of the existing oak judicial bench, and shall extend at least 4" above the finished exposed edges of the ramp and platform.
- 4) Provide and install new carpet which matches the existing carpet (as closely as possible) on all ramp and platform surfaces.



Provide openings  
between glass and  
frame above and below  
as shown.

POINT D ELEVATION: NEW SUPERIOR COURT  
CLERKS COUNTER, DWG-3

Three new  $\frac{1}{4}$ " thick tempered glass windows framed and dimensioned as shown, provided with transaction counters on both the public & clerk's side of the windows. Counters shall be installed at the heights shown, providing contiguous 4" high transaction slots between the counter and the lower edge of the glass.

**Exhibit D, Part III:**  
**Renovations to be provided by the Landlord**

NOTE: ALL SPECIFICATIONS HEREIN ARE KEYED BY LETTER TO THE DRAWINGS TITLED DWG-1, DWG-2 and DWG-3.

**POINT A: PROVISION OF AN AUTOMATED DOOR AT THE EXTERIOR PUBLIC ENTRY:**

Provide and install an automated (single leaf of a double leaf door set) door operable by a remote "push plate". Retrofit existing door as necessary to provide electronically activated automated opening, which is to be activated by two new push plates, one located inside the vestibule and one located outside, which are to be supplied and installed in the locations shown in the attached plan. Each push plate is to be installed at a height no greater than 48" high. Activation of the push plate shall cause the designated door to open automatically and provide closure with a delay sufficient to allow passage.

**POINT B: PROVISION OF HANDRAILS AT EXISTING 1<sup>ST</sup> FLOOR PUBLIC ENTRY AREA RAMP:**

At the existing ramp leading from the public entrance, provide new continuous handrails in compliance with all applicable codes. The handrails shall be installed at the height of 34" to 38" above the floor, and shall be installed on both sides of the ramp.

1. On the brick wall side of the ramp, the rail shall start horizontally 12" prior to the start of the ramp slope, continue throughout the slope of the ramp, and end horizontally 12" after the end of the ramp slope.
2. On the new (see point C below) drywall partition side of the ramp, the rail shall extend the entire length of the wall.

**POINT C: PROVISION OF NEW DRYWALL PARTITION BENEATH EXISTING 1<sup>ST</sup> FLOOR PUBLIC ENTRY AREA OPEN STAIRWELL:**

The space beneath the existing open stairwell is "open" and therefore presents a potential "head banging" hazard to end users, therefore provide renovations as follows:

1. Provide and install a new drywall construction partition beneath the stairway "stringer" adjacent to the ramp, starting at the lowest point and extending to the point of 7' above the floor. Provide a perpendicular drywall partition extending to or abutting (finish detail to be at Landlord's discretion) to the existing brick wall. Finish, prime and paint new partitions in order to present a clean, finished appearance.

**POINT D: RENOVATION OF SUPERIOR COURT (1<sup>ST</sup> FLOOR) CLERICAL AREA PUBLIC TRANSACTION COUNTERS**

1. Demolish and remove existing counter (as shown in attached plan) which is located inside the clerical area. Demolish and remove from the site the existing hollow metal framed windows located on the interior wall between the clerical area and public corridor.
2. Patch and provide new framing of the existing wall as required to accommodate provision and installation of new counter with a total length of 11' on both sides of the wall, and provision and installation of three transaction windows, all of which shall be as depicted in the attached plan and elevation. Dimensions and installation heights of all components shall be as depicted in the attached drawings.
  - a. The new counter shall be faced with high pressure plastic laminate of standard texture, with the color selected by the Tenant from the full palate of standard color selections offered by the manufacturer.

- b. The finished framing used for the transaction windows shall be either stain grade oak or paint grade wood. If paint grade materials are use the frames shall be primed, and painted with at least two coats of latex semi-gloss paint, in a color selected by the Tenant.
3. On the clerical side of the new counter, provide and install three new duplex electrical outlets and provide and install termination of two new ¾" empty conduits with pull string for provision of telecommunications. Provide and install three wire access grommets in the clerical side of the new counter for access to the electrical and data jacks located on the wall below (described above).
4. Provide and install two new 18" deep shelves extending approximately 11' each (the length of the counter) on heavy duty standards and brackets beneath the clerical side of the counter.
5. Patch, repair and repaint all walls within the area of renovation to provide a smooth finished appearance.
6. Remove and lawfully dispose of the existing carpet within the room where the existing counter has been removed. Supply and install new replacement carpet.

#### **POINT E: RENOVATION TO THE 1<sup>ST</sup> FLOOR PUBLIC MEN'S REST ROOM:**

1. Provide and install a replacement or supplemental privacy lock at the door which is operable with a closed fist.
2. Move the existing toilet paper holder to within easy reach range (7" to 9") in front of the toilet.
3. Provide and install (with the mid point at 60" high) new – or supplemental – raised character and Braille room designation sign on the wall adjacent to the latch side of the door. The sign shall bear the universal symbol of accessibility, the gender symbol for men, the text "men" and Braille characters below. Colors used on the sign shall provide strong contrast between the background and text/symbols.

#### **POINT F: RENOVATION TO THE 1<sup>ST</sup> FLOOR PUBLIC WOMEN'S REST ROOM:**

1. Provide and install a replacement or supplemental privacy lock at the door which is operable with a closed fist
2. Move the existing toilet paper holder to within easy reach range (7" to 9") in front of the toilet.
3. Provide and install (with the mid point at 60" high) new – or supplemental – raised character and Braille room designation sign on the wall adjacent to the latch side of the door. The sign shall bear the universal symbol of accessibility, the gender symbol for women, the text "women" and Braille characters below. Colors used on the sign shall provide strong contrast between the background and text/symbols.
4. Replace the water tank on the toilet in order to provide a flush lever which is located on the "approach" side of the toilet, thereby providing compliance with applicable codes.

#### **POINT G: DEMOLISH THE 1<sup>ST</sup> FLOOR ANCILLARY SUPERIOR COURT CLERICAL TRANSACTION COUNTER**

The existing 1" threshold and narrow (33") clearances in front of this counter make barrier-free accessibility impossible, therefore demolish and remove it from the site. After removing the counter, patch the existing flooring as necessary and provide and install new carpet in the room.

#### **POINT H: RENOVATIONS TO THE EXISTING SUPERIOR COURT (1<sup>st</sup> floor) COURTROOM:**

1. At the back of the courtroom, directly inside the second set of doors, reconfigure the existing benches (which are not affixed to the floor) in order to provide space for a wheelchair, the space provided shall be at least 4' deep by 30" wide. In order to provide this space remove the existing chairs located at the end of the back row of seating, which will allow the benches to be moved in a manner which will provide the required space.
2. The existing gate comprised of two leafs located at the rail separating the litigation well from the public is too narrow per leaf to allow proper accessibility, therefore remove it in entirety.

3. To provide accessibility to the witness stand and the jury area, which are both located up on a "one step up" platform, provide and make available for easy use a new portable ramp. The new portable ramp shall be of the style provided by the vendor "All Ways Accessible".
4. To provide "program accessibility" to the jury deliberation room, which is located down four steps, continue current accessibility accommodation of convening said deliberation (if so required by jury members) in the alternately available "Jury Assembly" room, which is also located on the 1<sup>st</sup> floor and accessible from the courtroom area.

**POINT I: RENOVATIONS TO THE EXISTING MEN'S ROOM IN THE SUPERIOR COURT JURY ASSEMBLY HALLWAY:**

1. Provide new door swing operable "outward" in the manner shown on the attached plan.
2. Provide and install new a toilet with a seat height of 17" to 19" and with the flush lever located on the "approach side" (not the wall side) of the toilet.
3. Provide and install new horizontal grab bars in the locations shown. Both bars shall be installed at 36" above the floor, measured "on center" to the grab bar. The bar behind the toilet shall be 36" wide with the edge mounted 6" from the adjacent wall, while the bar beside the toilet shall be 42" wide with the edge mounted 12" from the adjacent wall.
4. The toilet paper dispenser adjacent to the toilet shall be relocated so that it is between 7" and 9" from the front of the toilet bowl, and mounted 15" minimum to 48" maximum from the floor.
5. All dispensers such as paper towel and soap dispensers shall be relocated to provide a dispensing height of 48".
6. Provide and install a mirror with the lower reflective edge no more than 40" from the floor. This can be accomplished by either providing mirror on the wall above the relocated sink, or by providing a full length mirror mounted on one of the other walls in the rest room.
7. Provide and install insulation on the pipes beneath the existing sink.
8. For this rest room, provide and install (with the mid point at 60" high) a new raised character and Braille room designation sign on the wall adjacent to the latch side of the door. The sign shall bear the universal symbol of accessibility, the gender symbol for "unisex", the text "unisex" and Braille characters below. Colors used on the sign shall provide strong contrast between the background and text/symbols.
9. For the adjacent rest room, provide and install (with the mid point at 60" high) a new raised character and Braille room designation sign on the wall adjacent to the latch side of the door. The sign shall bear the gender symbol for "unisex", the text "unisex" and Braille characters below. Colors used on the sign shall provide strong contrast between the background and text/symbols.

**POINT J: NEW ADVISORY SIGN AT 1<sup>st</sup> FLOOR (PUBLIC ENTRY LEVEL) ELEVATOR LOBBY**

In the elevator lobby, in a location easily observed by the public, provide and install a new large advisory sign (raised characters and Braille not required) measuring approximately 12" x 18" stating "No Accessible Restrooms Provided on Upper Levels. Accessible Restrooms Located on First Floor Only" with an arrow pointing in the direction of the restrooms.

**POINT K: NEW ADVISORY SIGN AT 3RD FLOOR (PROBATE LEVEL) ELEVATOR LOBBY**

Near the elevator lobby, directly below existing signs which provide "way finding" direction to the public rest rooms, provide and install a new advisory sign (raised characters and Braille not required) measuring approximately 10" x 15" stating "No Accessible Rest rooms on This Floor. Accessible Rest rooms Located on First Floor Only" with an arrow pointing in the direction of the restrooms.

**POINT L: RENOVATION OF EXISTING 3<sup>RD</sup> FLOOR PUBLIC TRANSACTION COUNTER FOR THE PROBATE CLERK'S OFFICE:**

One 36" wide section of the existing counter (frame of reference is the view from the public/elevator lobby) shall be lowered to the height of approx. 36" in order to provide wheelchair accessibility. This shall be accomplished as follows:

1. The existing counter is a 36" high "base unit" comprised of a work surface above built in cabinets, above this base unit an approximately 12" high plastic laminate clad "over unit" enclosure (open on the clerks side) has been provided; effectively creating a 48" high counter on the public "approach" side.
2. Remove (patch/refinish remaining materials as necessary) a 36" wide section of the existing "over unit" from the right hand side of the counter, thereby providing wheelchair accessibility.

**POINT M: MODIFICATION OF THRESHOLD AT PUBLIC ENTRY TO THE 3RD FLOOR PROBATE COURTROOM:**

Modify the existing threshold, which is approximately 1" high, to provide a threshold that is no higher than ¼ inch or ½ inch and beveled.

**POINT N: PROVISION OF A NEW RAMP TO THE EXISTING WITNESS STAND AT THE 3<sup>RD</sup> FLOOR PROBATE COURTROOM:**

Provide and install new ramp to the existing witness stand in the manner shown in the attached drawing. This ramp shall comply with all applicable codes. Remove existing carpet from witness stand floor area and provide and install new carpet which matches the carpet provided on the new ramp. Carpet provided shall be closely match the existing courtroom carpet, which is beige cut pile broadloom.

**EXHIBIT E**  
**SPECIAL PROVISIONS**

The parties' agreements concerning modifications (if any) to the foregoing standard provisions of this lease are as set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

**Section 8.1 is modified by the following:**

Both Parties agree that the responsibility of the landlord is to clean all Heating Ventilation System supply and return grills only and not to the extent of the air ducts.

**Special Provision 1:**

In addition to payment of "Rent" as set forth herein, the Tenant shall remit to the Landlord a one-time payment which shall not exceed \$18,515.75 as reimbursement for the Landlord's provision of certain interior renovations and improvements as set forth in "Exhibit D" herein. The Landlord shall not bill the Tenant until after all of said renovations have been successfully completed, thereafter the Landlord shall send the Tenant an itemized invoice documenting the cost. The Tenant shall pay the cost of the renovations as invoiced by the Landlord, which shall not exceed \$18,515.75; the Tenant shall not be responsible for payment of any expenses or charges exceeding the foregoing sum. The Tenant shall remit full payment to the Landlord no later than thirty (30) days after receipt of the Landlord's invoice.



## EXHIBIT F

**Certificate of Insurance:** *This page is to be replaced by a copy of the Landlord's certification of insurance for the Leased premises.*

## EXHIBIT G

**Barrier-Free Access:** Attached is the "Recommendation Concerning Lease Approval" letter, issued by the "Architectural Barrier-free Access Committee" of the "Governor's Commission on Disability", wherein recommendations concerning approval, conditions for approval, or disapproval, of the leased premises are given.



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION  
ON DISABILITY

ARCHITECTURAL BARRIER-FREE  
DESIGN COMMITTEE

John H. Lynch, Governor  
Paul Van Blarigan, Chairman  
Carol A. Nadeau, Executive Director

David Gleason, Chair  
Katie McKinster, Vice Chair  
Cheryl L. Killam, Accessibility Specialist

57 Regional Drive  
Concord, NH 03301-9518  
(603) 271-2773  
1-800-852-3405 Toll Free  
(603) 271-2537 FAX

Voice or TTY

Direct Line (603) 271-4177  
Email: [cheryl.killam@nh.gov](mailto:cheryl.killam@nh.gov)  
Website: [www.nh.gov/disability/abccommittee.html](http://www.nh.gov/disability/abccommittee.html)

September 18, 2007

To The Honorable Governor John Lynch and Members of the Executive Council:

### Requested Action

### Recommendation Regarding Lease Approval

**Lessee:** Department of Administrative Services, Bureau of Court Facilities, Sullivan County Superior and Probate Courts  
**Location:** 22 Main Street, First and Second Floors of County Building, Newport, NH 03773  
**Lessor:** Sullivan County Commissioners, 14 Main Street, Newport, NH 03773  
**Term:** May 1, 2008 – April 30, 2011 with One Two-year Extension

The Architectural Barrier-Free Design Committee has not been involved in the recommendation process for this facility since 1999.

In a letter dated March 15, 1999, the AB Committee recommended approval with one condition: "Install raised letter/Braille signs prior to commencement of new contract" and also made the following request:

*"We further recommend that the Bureau of Court Facilities review the priority for finding this court a more accessible space. By removing decorative paneling, in the immediate vicinity of the elevator, it might be possible to enlarge the elevator cab by a few inches in each direction, which would improve access. There are parking difficulties, which are out of the control of the lessee. We suggest the Court and County seek a solution with the Town to improve the location of accessible parking in relationship to the road to the County Building. The jury box and deliberation room apparently have insurmountable barriers. There is a current employee in the building who uses a wheelchair and is able to work around the barriers. We have received assurances since 1994 that the services and programs offered at this location are accessible to people with disabilities. Yet, barriers to fully integrated accessibility remain present."*

The term dates for this lease renewal were July 1, 1999 – June 30, 2002 With One 3-Year Extension, thus expiring July 1, 2005. The minutes from the May 18, 2005 Governor and Council meeting note the following: #13 Authorized Bureau of Court Facilities to enter a lease extension with Sullivan County, Newport, NH, covering office and courtroom space located in Newport, NH, in the amount of \$371,166.24. Effective July 1, 2005 through June 30, 2007. (2) Further Authorized to waive compliance with RSA 10-B. The non-budgeted financial burden imposed on the State to test and comply with RSA 10-B in obtaining a clean air certificate is beyond the resources of this agency.

The Architectural Barrier-Free Design Committee respectfully recommends that the subject lease renewal for 16,208 square feet of space be approved, with the following conditions to be met within one-hundred twenty (120) days of the commencement of this Term:

1. All renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ANSI [A117.1-1998] citations), the State Building Code (IBC 2006, ANSI-2003, and


- NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). Renovation plans shall be submitted for approval by the local authority having jurisdiction (i.e. the Building Inspector).
2. There is no van-accessible parking space (96-inch wide space with 96-inch wide adjacent access aisle) designated. The County should negotiate with Newport officials to provide one van-accessible parking space that complies with ANSI 502. In addition, the access aisle should be designated with a "No Parking" sign, and access to the sidewalk shall be provided directly from the access aisle.
  3. The path of travel from the parking spaces to the entrance has an uneven walking surface and is of a grade that exceeds the maximum 1:20 (5%) for a sidewalk. The County should negotiate with Newport officials to improve the path of travel and install handrails where possible, in compliance with ANSI 402, 403, and 405.
  4. The area in front of the exterior public entrance is not level and does not comply with ANSI 404.2.4.5. Install a push-plate door opener for this entrance door, in compliance with ANSI 404.3 and Exhibit D, Part III.
  5. For the interior ramp at the entrance, install handrails on both sides, in compliance with ANSI 405.8 and Exhibit D, Part III.
  6. The open area beneath the front stairs acts as a protruding object and does not comply with ANSI 307 which requires a minimum head clearance of 80 inches above the floor. This area shall be altered in compliance with Exhibit D, Part III.
  7. The Clerk's Counter for Superior Court shall be renovated in compliance with ANSI 902 and Exhibit D, Part III.
  8. For the first floor public Men's toilet room:
    - a. Replace the privacy lock with one that is operable with a closed fist, in compliance with ANSI 309 and Exhibit D, Part III.
    - b. Relocate the toilet paper dispenser so that it is 7-9 inches in front of the bowl of the water closet, in compliance with ANSI 604.7 and Exhibit D, Part III.
    - c. Install an appropriate sign on the wall outside the toilet room, in compliance with ANSI 703 and Exhibit D, Part III.
  9. For the first floor public Women's toilet room:
    - a. Replace the privacy lock with one that is operable with a closed fist, in compliance with ANSI 309 and Exhibit D, Part III.
    - b. Relocate the toilet paper dispenser so that it is 7-9 inches in front of the bowl of the water closet, in compliance with ANSI 604.7 and Exhibit D, Part III.
    - c. Install an appropriate sign on the wall outside the toilet room, in compliance with ANSI 703 and Exhibit D, Part III.
    - d. Replace or modify the water closet tank so that the flush lever is located on the "room side", in compliance with ANSI-2003 604.6, ADAAG 4.18.6, and Exhibit D, Part III.
  10. Superior Courtroom
    - a. Provide an area for accessible seating in the gallery by moving benches per Exhibit D, Part III.
    - b. Remove the gate between the gallery and well to provide the minimum clear width of 36 inches for the accessible route, in compliance with ANSI 403 and Exhibit D, Part III.
    - c. In order to provide an accessible route to the witness stand the first level of the jury box, purchase and have readily available a portable ramp per Exhibit D, Part III.
    - d. Because it is not possible to provide an accessible route to the Jury Deliberation Room, program access is necessary to accommodate jurors with walking disabilities and can be achieved by using the Jury Assembly Room for deliberation periods.
  11. Provide one unisex accessible toilet room in the Jury Assembly Room by renovating the existing Men's Room as follows:
    - a. Per exhibit D, Part III, change the direction of the door so that it does not swing into the toilet room.
    - b. Install a water closet with the centerline of the seat mounted 18 inches from the side wall and with the seat 17-19 inches above the floor, in compliance with ANSI 604.4 and Exhibit D, Part III.
    - c. Install a grab bar behind the water closet that is 36 inches long, with 24 inches centered over the water closet, in compliance with ANSI 604.5.2 and Exhibit D, Part III.

- d. Install a grab bar to the side of the water closet that is 42 inches long, in compliance with ANSI 604.5.1 and Exhibit D, Part III.
  - e. Install a toilet paper dispenser so that it is 7-9 inches in front of the bowl of the water closet, in compliance with ANSI 604.7 and Exhibit D, Part III.
  - f. Install paper towel and soap dispensers in compliance with ANSI 309 and the toilet paper dispenser so that it is 7-9 inches in front of the bowl of the water closet, in compliance with Exhibit D, Part III.
  - g. Install a mirror above the lavatory so that the bottom of the reflective edge is no higher than 40 inches from the floor, in compliance with ANSI 603.3 and Exhibit D, Part III.
  - h. Insulate the pipes beneath the lavatory, in compliance with ANSI 606.6 and Exhibit D, Part III.
  - i. Install an appropriate sign on the wall outside the toilet room, in compliance with ANSI 703 and Exhibit D, Part III.
- 12. Install an appropriate sign on the wall outside the existing Superior Court Jury Assembly Women's toilet room, in compliance with ANSI 703 and Exhibit D, Part III.
  - 13. In the elevator lobby on the first floor, install a sign that reads, "No Accessible Restrooms Provided On Upper Levels. Accessible Restrooms Located On First Floor Only" with an arrow pointing in the direction of the restrooms, in compliance with ANSI 703 and Exhibit D, Part III.
  - 14. In the elevator lobby for the Probate Court level, install a sign that reads, "No Accessible Restrooms On This Floor. Accessible Restrooms Located On First Floor Only" with an arrow pointing in the direction of the restrooms, in compliance with ANSI 703 and Exhibit D, Part III.
  - 15. For the Clerk's Counter for Probate Court, lower a 36-inch long portion to a height between 28 and 34 inches from the ground, in compliance with ANSI 902 and Exhibit D, Part III.
  - 16. For the Probate Courtroom:
    - a. Modify the threshold to be no higher than ¼ inch or ½ inch and beveled, in compliance with ANSI 404.2.5 and Exhibit D, Part III.
    - b. Install a ramp to the witness stand, in compliance with ANSI 405 and Exhibit D, Part III.

This recommendation is based upon the site-surveys of Cheryl Kilam, Accessibility Specialist, and Administrative Services, and the assurances of the leasing agency's ADA Coordinator that this facility, upon completion of Exhibit D renovations, will be reasonably accessible with program access provided for Jury Deliberation.

Should future inspection prove that areas of non compliance exist, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the **Architectural Barrier-Free Design Committee:**

  
David Gleason, Chair

clk  
cc: Mary Belusz, Administrator, Planning and Management, Administrative Services

# CERTIFICATE FOR MUNICIPALITIES

I, (insert name) Ethel Jarvis, of (insert Municipality name)  
County of Sullivan NH, Do hereby certify to the following assertions:

1. I am a duly elected and acting Clerk/Secretary for the Municipality documented above, which is in the  
(insert name of State) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting  
Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the  
date: (insert meeting 2/19/2008

**RESOLVED:** That this Municipality shall enter into a contract with the State of New Hampshire, acting by through the Board of Commissioners of Sullivan County NH

\_\_\_\_\_ providing for the performance by this Municipality of certain services as documented within the foregoing Lease, and that the official listed, *(document the official authorizing the contract, and document the name of the individual filling that* Jeffrey Barrette *Chair of the Board* \_\_\_\_\_, on behalf of this Municipality, is authorized and \_\_\_\_\_ directed to

the said lease contract with the State of New Hampshire, and that they are to take any and all such may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver documents, agreements and other instruments on behalf of this Municipality in order to accomplish the

**RESOLVED:** That the signature of the above authorized party or parties of this Municipality, when affixed any instrument of document described in, or contemplated by, these resolution, shall be conclusive authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and are in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices *(the appropriate names of individuals for each titled position)*

Municipality Mayor: Chair: Jeffrey Barrette

Municipality Clerk: Ethel Jarvis

**Municipality Vice Chair:** Bennie Nelson

**IN WITNESS WHEREOF:** As the Clerk/~~Secretary~~ of this municipality, I sign below upon this date: (insert date of signing) E. Abel (10/15/15)

Clerk/Secretary

In the State and County of: (State and County New Hampshire, Sullivan

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE

Alan Ham, Shere, COUNTY OF: Sullivan UPON THIS DATE (insert  
full date) 09/14/10, appeared before me (print full name of Ethel James

\_\_\_\_\_, the undersigned officer personally appeared (insert officer's

who acknowledged him/herself to be (insert title, and the name of

\_\_\_\_\_ and that being authorized  
do so, he/she executed the foregoing instrument for the purposes therein contained, by signing by him/herself  
of the Municipality.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of

PETER F. FARRAND, Notary Public  
My Commission Expires January 4, 2010



Appendix B

5125 S. Kipling Parkway, Suite 300 – Littleton, CO 80127 – 800.530.3100 – FAX 303.933.9991

## INSTALLMENT PURCHASE AGREEMENT

BUYER: County of Sullivan  
AGREEMENT #S1375

This Agreement is a binding contract between Municipal Services Group, Inc. (MSG) and Buyer (you).

- 1. The Agreement.** In executing this Agreement, you agree to finance the equipment described in Exhibit B (the Equipment). Exhibit B also sets forth the terms of the Agreement, including the commencement (or "Dated") date, which is the date when the term begins and your obligation to make payments accrues. Installment payments should be paid to MSG as instructed, and paid only out of legally available funds. A portion of each installment payment represents interest, as shown on Exhibit B, and Exhibit B reflects an interest rate included in the installment payments. In order to maintain that interest rate, you must comply with the tax covenants described below and file informational federal tax Form 8038-G or Form 8038-GC, included as a Supplement to the Agreement and to be filed by MSG. If not, each installment payment will be increased to compensate for the loss of the tax exemption status which was assumed in the initial interest rate.
  - 2. The Obligation to Make Payments/Continuation.** The initial term of the Agreement terminates on the last day of your then current fiscal year, and the term will automatically be renewed at the end of the initial term or any renewal term for an additional one year unless you fail to appropriate sufficient funds for the installment payments due in the next occurring term or in the event of a default as set forth in Section 13. You intend, subject to your rights of non-appropriation, to continue the payment of the installment payments for the Equipment through the initial term and all renewal terms set forth in Exhibit B. Your obligation to make installment payments shall be absolute and unconditional in all events, except in the event of non-appropriation, and you will not assert any right of withholding, set-off or counterclaim. You agree to do everything lawfully within your power to obtain the appropriation of funds for making installment payments under this Agreement, including, for example, providing for installment payments in each budget submitted for approval, recommending the approval of that portion of the budget, and exhausting all legal remedies available if that portion of the budget is not approved. If the funds sufficient to make installment payments for any term are not appropriated, you must give MSG prompt notice, and this Agreement will terminate. Termination will be effective at the end of the last term for which installment payments have been paid. You represent that your obligations under this Agreement will not violate any limitation on your creation of indebtedness under the laws of your state.
  - 3. Representations.** You represent and warrant that you are a public body, organized and existing under the Constitution and laws of your state, that you are duly authorized to execute and deliver this Agreement, and that you will do all things necessary to preserve your existences as a body corporate and politic. You further represent that, as of the date hereof, you have not exercised non-appropriation rights on any tax-exempt obligation(s).
  - 4. The Equipment.** You agree and acknowledge that (i) you have selected the Equipment to be financed by you, (ii) the Equipment is, and during the period of this Agreement shall remain, personal property, (iii) the Equipment will have a useful life in your hands that is substantially in excess of the initial term and all renewal terms of this Agreement, and (iv) you do not intend to sell, or otherwise dispose of, the Equipment during the term of the Agreement. You may contact the seller of the Equipment directly to effect the acquisition of the Equipment. When you accept the Equipment, you must deliver to MSG an Acceptance Certificate in the form of attached Exhibit D. MSG may establish an escrow account into which it will deposit the proceeds of the Agreement, to be utilized to acquire the Equipment.
  - 5. Security Interest and Title of the Equipment.** During this Agreement, you will have title to the Equipment, unless you default. You grant to MSG a first lien security interest in the Equipment and anything you attach to the Equipment, and all proceeds, including insurance proceeds. The Equipment must be kept free of all liens and encumbrances, except MSG's security interest, at all times. You agree to sign all documents and pay all fees required to perfect, preserve, or maintain MSG's security interest. After you have paid to MSG all amounts due hereunder, MSG's security interest in the Equipment will be released, and you will have full title to the Equipment.
  - 6. Option to Prepay at any Time.** You may elect to prepay all (and only all) of the installment payments for the Equipment at any time by paying the applicable Purchase Price plus accrued interest, if applicable, as shown in Exhibit B.
  - 7. Responsibility for Repair and Maintenance.** You agree to maintain the Equipment in good condition and make all necessary repairs and replacements at your expense. You agree to maintain a maintenance log for the Equipment and permit MSG to inspect the Equipment and the log(s). You must have the Equipment serviced and repaired at your expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the owner's manual(s).
  - 8. Tax Covenants.** You will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the federal tax code (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code, or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any installment payments are unpaid, you, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, you covenant to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. You covenant that the Equipment will be used only for the purpose of performing one or more of your governmental or proprietary functions, and the Equipment will not be used in a trade or business of any person or entity other than you on a basis different from the general public. You will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such manner or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.
- The parties will cooperate in performing all acts legally required or desirable in order to assure that the interest component of the installment payments will not be included in the gross income of MSG or its assigns for federal income tax purposes.
- 9. Your Risk of Loss or Damage.** Upon receipt of the Equipment, you agree to bear all risk of loss, damage, destruction or theft. You must maintain insurance of the types and in at least the amounts shown on Exhibit C, directing your insurance company to give MSG a certificate showing MSG as lender loss payee and an additional named insured. If you do not maintain the required insurance, MSG may obtain it and charge you for it. You must give MSG prompt notice of (1) the loss, theft, or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its Purchase Price. If insurance proceeds exceed the amount of the Purchase Price, plus interest, or the amount required to complete the work, MSG will forward the excess proceeds to you.

10. **Indemnification.** Except for the intentional or negligent acts of MSG arising out of entering into this Agreement, including any misstatement of material fact, in connection with any transfer of this Agreement, because you have selected the Equipment for your use and purposes, and because you operate and maintain the Equipment, you agree, to the extent permitted by the laws of your state, to indemnify MSG against any and all loss, damage, injury, claims, taxes (excluding MSG's income taxes), fees, fines, penalties, and expenses (including reasonable legal fees and expenses) of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment. Your obligation to indemnify MSG will continue after termination of the Agreement as to all matters except those which arise from MSG's (or anyone MSG sells or re-leases the Equipment to) use, operation, ownership, condition or maintenance of the Equipment following termination.

11. **Warranty.** MSG MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE. THIS SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

12. **Termination.** This Agreement will terminate: (1) upon payment of all amounts due hereunder by you to MSG; (2) at the time and for the reason set forth in Section 2; (3) if you have returned the Equipment and paid all amounts due through the end of the term then in effect, including interest, (4) upon your prepayment of the Equipment under Section 6 and your payment of all amounts due, (5) at MSG's option if you default as described in Section 13, and (6) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon MSG's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment. When this Agreement terminates, if you have not paid to MSG all amounts due hereunder, you must, at your expense, return the Equipment you have not purchased to MSG at an address specified by MSG, in as good condition as when you received it, ordinary wear excepted. You must remove all signs and markings and make all repairs (other than for ordinary wear) requested by MSG. If you do not, MSG may do so and charge you for it. No prepaid interest will be rebated to you upon termination.

13. **Default.** You will be in default if you fail to perform any agreement of yours in this Agreement or any of your representations are found to be false or misleading. If any such default occurs, MSG, without notice or demand, may declare this Agreement in default and declare all amounts eligible or actually appropriated for installment payments under this Agreement to be immediately due and payable. Equipment must then be returned to MSG (at address specified by MSG) at your expense, and the Equipment and all your rights therein shall be deemed surrendered to MSG. Upon declaration of default, MSG may repossess the Equipment with or without process of law, and for the purposes may enter upon any of your premises or others' premises, wherever the Equipment may be found, without liability therefor. MSG may recover from you any unpaid amounts due or to become due for the rest of the term, together with all expenses including reasonable attorney's fees and legal expenses (to the extent permitted by law) incurred by MSG to enforce its rights. The repossession and sale of the Equipment shall not affect MSG's right to recover from you all damages which MSG has suffered because of your breach. MSG may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to you, free of any of your interest, without any duty to account to you for MSG's actions or inaction or for any sale or re-lease proceeds. The proceeds of any sale or re-lease will be applied in the following order: (1) to the expenses (including reasonable attorney's fees) associated with the default, repossession, and restoration of title to MSG; (2) to the purchase price; and (3) if any proceeds remain, to you. If MSG is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 9. MSG may also enforce your performance of your covenants or recover damages for the breach of those covenants. MSG's rights and remedies in this section are not exclusive but are cumulative and in addition to all other rights and remedies that MSG has at law or in equity.

14. **Limitation on Assignment.** Assignment or sublease of this Agreement or any interest in it or the Equipment without MSG's prior written consent is prohibited. In no event may you assign or sublet this Agreement or any interest in it or the Equipment to a non-governmental entity. MSG may assign or sell its interest under this Agreement, in whole or in part, without your consent, but the assignment will not be effective until you have received notice disclosing the name and address of assignee.

15. **Late Charges.** If you do not pay installment payments due under this Agreement on their due date, you must pay a late charge of \$25.00 plus an additional finance charge. The finance charge accrues on the applicable installment payment amount at the rate equal to the lesser of (1) 12% or (2) the highest rate allowed by law.

16. **Exhibits.** All Exhibits and Supplements attached hereto are part of this Agreement, incorporated herein by reference, and must be executed by you.

17. **Other Terms.** This Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by you and MSG. If any part of this Agreement is or becomes invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the other or remaining provisions hereof. This Agreement and all rights and actions arising under it shall be governed by the laws of your state. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing.

BUYER: County of Sullivan

Municipal Services Group, Inc.

By: Jeffrey R. Barrette  
Title: Chairman, Board of Commissioners  
Date: February 19, 2008

By: \_\_\_\_\_  
Title: \_\_\_\_\_

#### ATTORNEY FOR BUYER:

Opinion of Buyer's Counsel to Municipal Services Group, Inc.: The foregoing Installment Purchase Agreement has been duly authorized and executed and is legal, valid, and binding.

Signature: \_\_\_\_\_

Name (please print): MARC HATHAWAY (Sullivan Cty Attorney)

Name & Address of Firm: 14 MAIN STREET

NEWPORT, N.H.

EXHIBIT A

RESOLUTION OF GOVERNING BODY

EXTRACT OF MINUTES

BUYER: County of Sullivan

At a duly called meeting of the governing body of Buyer held on the 22nd day of January, 2008, the following resolution was introduced and adopted.

RESOLVED, whereas the governing body of Buyer has determined that a true and very real need exists for the acquisition of the Equipment described in Installment Purchase Agreement No. S1375 (the "Agreement") presented to this meeting; and

WHEREAS, the governing body of Buyer has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition and financing of such Equipment,

WHEREAS, the governing body hereby directs its legal counsel to review the Agreement and negotiate appropriate modifications to said Agreement so as to assure compliance with state law and local statutory law, prior to execution of the Agreement by that person so authorized by the governing body for such purpose,

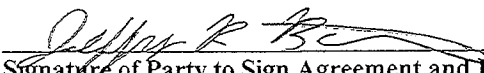
BE IT RESOLVED, by the governing body of Buyer that:

Finding: Authorized Officers. The terms of said Agreement are in the best interests of Buyer for the acquisition of such Equipment, and the governing body of Buyer designates and confirms the following person to execute and deliver the Agreement and any related documents necessary to the consummation of the transactions contemplated by the Agreement.

RESOLVED, the acquisition of the Equipment, under the terms and conditions provided for in the Agreement, is necessary, convenient, in the furtherance of, and will at all times be used in connection with, Buyer's governmental and proprietary purposes and functions and are in the best interests of Buyer, and no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the state on a basis different from the general public.

RESOLVED, Buyer certifies that it has not issued or effected the issuance of, and reasonably anticipates that it shall not issue or effect the issuance of, more than ten million dollars (\$10,000,000) of tax-exempt obligations during the 2008 calendar year, and hereby designates the financing of the Equipment to which the Agreement pertains as a "qualified tax-exempt obligation," as defined by Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

RESOLVED, Buyer covenants that it will perform all acts within its power which are or may be necessary to insure the maintenance of its legal status as being a duly organized and existing entity under the laws of the state, which status is the basis for the interest portion of the rental payments coming due under the Agreement to at all times remain exempt from federal income taxation under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

  
\_\_\_\_\_  
Signature of Party to Sign Agreement and Exhibits  
Jeff Barrette

\_\_\_\_\_  
Chairman, Board of Commissioners  
Title

  
\_\_\_\_\_  
Signature of Party to Sign Acceptance Certificate  
Ethel Jarvis

\_\_\_\_\_  
Clerk Board of Commissioners  
Title

Full Force and Effect. The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Agreement is the same as presented at said meeting of the governing body of Buyer.

  
\_\_\_\_\_  
Board Secretary/Clerk



## EXHIBIT B

### TERMS

1. The Equipment which is the subject of the Agreement is:

Six (6) 2008 marked 9C1 Police Chevrolet Impalas  
One (1) 2008 unmarked 9C3 Police Chevrolet Impala  
One (1) 2008 Express Cargo Van 135"

2. Fixed Interest Rate: 3.81%

Provided all documents have been returned in a form acceptable to MSG within thirty days of the Dated Date (the "Period"), the fixed interest rate will remain in effect during the Period. If all documents have not been returned within the Period, MSG reserves the right to adjust and determine a new fixed interest rate.

Dated Date: January 11, 2008

	Due Date	Payment	Interest Portion	Principal Portion	Purchase Price
1	Upon Delivery	\$39,065.29	\$0.00	\$39,065.29	\$109,397.93
2	07/15/2009	\$39,065.29	\$6,217.54	\$32,847.75	\$75,728.95
3	07/15/2010	\$39,065.29	\$2,814.90	\$36,250.39	\$38,572.38
4	07/15/2011	\$39,065.29	\$1,433.78	\$37,631.51	\$0.00
Totals		\$156,261.16	\$10,466.22	\$145,794.94	

3. The physical address where the Equipment will be stored or housed is:

Vehicles are assigned to the deputies, and are  
take home vehicles & stored at their residence  
when not in use.

4. The address of Buyer, for notification purposes, is:

14 Main Street - P. O. Box 27

Newport, NH 03773-0027

5. The address of Municipal Services Group, Inc., for notification purposes, is:

5125 South Kipling Parkway, #300  
Littleton, CO 80127

BUYER: County of Sullivan

By: Jeff Barrette

Title: Jeff Barrette, Chairman  
Board of Commissioners

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS

1. In accordance with Section 9 of the Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers)

NH Primex Property & Liability

Bow Brook Place, 46 Donovan Street

Concord NH 03301

to issue:

a. All Risk Physical Damage Insurance on the financed Equipment evidenced by a Certificate of Insurance and Long Form Lender Loss Payable Clause naming MSG "and/or its assigns" as Lender Loss Payee.

b. Public Liability Insurance evidence by a Certificate of Insurance naming "MSG and/or its assigns" as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$500,000.00 aggregate bodily injury liability

\$300,000.00 property damage liability

OR

2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

3. Proof of insurance coverage will be provided to MSG prior to the time that the Equipment or unit thereof is delivered to us.

BUYER: County of Sullivan

By:   
Jeff Barrette

Title: Chairman, Board of Commissioners

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)

► See separate Instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

**Part I Reporting Authority** If Amended Return, check here ☐

1 Issuer's name <b>County of Sullivan</b>	2 Issuer's employer identification number <b>02 : 6000870</b>
3 Number and street (or P.O. box if mail is not delivered to street address) <b>14 Main Street</b>	4 Report number <b>3</b>
5 City, town, or post office, state, and ZIP code <b>Newport, NH 03773</b>	6 Date of issue
7 Name of issue <b>Installment Purchase Agreement #S1375</b>	8 CUSIP number <b>None</b>
9 Name and title of officer or legal representative whom the IRS may call for more information <b>Dodi Violette, Account Clerk II</b>	10 Telephone number of officer or legal representative <b>( 603 ) 863-2560</b>

**Part II Type of Issue (check applicable box(es) and enter the issue price)** See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input checked="" type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe ►	18
19 If obligations are TANS or RANS, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$ <b>N/A</b>	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	<b>N/A</b>
23 Issue price of entire issue (enter amount from line 21, column (b))	23	<b>N/A</b>
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	<b>N/A</b>
25 Proceeds used for credit enhancement	25	<b>N/A</b>
26 Proceeds allocated to reasonably required reserve or replacement fund	26	<b>N/A</b>
27 Proceeds used to currently refund prior issues	27	<b>N/A</b>
28 Proceeds used to advance refund prior issues	28	<b>N/A</b>
29 Total (add lines 24 through 28)	29	<b>N/A</b>
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	<b>N/A</b>

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**


31 Enter the remaining weighted average maturity of the bonds to be currently refunded	<b>N/A</b>	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	<b>N/A</b>	years
33 Enter the last date on which the refunded bonds will be called	<b>N/A</b>	
34 Enter the date(s) the refunded bonds were issued	<b>N/A</b>	

**Part VI Miscellaneous**

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	<b>N/A</b>
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	<b>N/A</b>
b Enter the final maturity date of the guaranteed investment contract ►		
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	<b>N/A</b>
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer ► and the date of the issue ►		
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input checked="" type="checkbox"/>		
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
40 If the issuer has identified a hedge, check box <input type="checkbox"/>		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

  
Signature of issuer's authorized representative

02-19-08  
Date

Jeff Barrette  
Chairman, Board of Commissioners  
Type or print name and title

recommends they attain a Four (4) million dollar line of credit. Commissioner Jarvis noted the County Treasurer went out to bid. Ms. Sweeney confirmed Lake Sunapee Bank (LSB) offered a line of credit at 3.624% and Citizens Bank first offered a rate of 3.5%, but returned to say they could no less than 3.645%. Ms. Sweeney recommends they stay with LSB. Commissioner Barrette noted in today's news the Feds discounted their interest rates. He requested the Treasurer to revisit the banks to see if they would reduce, also. Commissioner Jarvis concurred. Mr. Sweeney noted the rates were based on the FY06 financial statements, but would hold onto the paperwork for a couple weeks to see if rates decrease. Commissioner Nelson approved of keeping the borrowing locally. Mr. Chanis confirmed cash flow is still within projections, possibly better, and concurred with the borrowing amount.

- 3:10 Commissioner Jarvis entertained a motion for the County Treasurer to borrow Four (4) million [line of credit] from Lake Sunapee. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.**

The Board signed a formal document approving the County Treasurer to borrow [Appendix A].

**Agenda Item No. 3. Sheriff's Office: Vehicle Fleet Update**

Sheriff briefed the Board about the mileage on his current vehicle fleet and that their lease renewal would be due in March / April. He is recommending they go with a four-year fleet lease as part of a State bid, annual payments. He priced the following models: Chrysler, Ford and Chevrolet. He discussed the dollar variances between the makes. He is recommending they go with the Chevy's: V6. It provides 4-6 mpg improvement over current fleet. If going with the Chevy's they'll need to replace: cages, doors and seats - which are all 12 years old. Their current Ford equipment will not fit in the Chevy's. GM's lease program is through Municipal Group Inc., of Colorado, with a rate of 3.81, and they do business in NH. He has received references from the following agencies that use Municipal Group: Strafford County, Bath NH, Canton, Hillsborough, Goshen, Marlow - just to name a few. His plan is to replace the entire fleet on a four-year lease program of \$39,471.20. He spoke regarding the current cost per unit. If he misses the February fleet deadline, the next time would be Sept/Oct and he does not want to waste money to get fleet back up. Their office averages 13,000 miles per month. The Sheriff noted he was just looking for vote of endorsement or confidence to meet with EFC Friday. He confirmed delivery and 1<sup>st</sup> payment for fleet would not occur until July 1<sup>st</sup>, 2008. The vehicles would be standard color of white. The cost to change over lights and radio - \$20,000 for entire fleet.

**3:27 Rep. Suzanne Gottling arrived.**

- 3:28 Commissioner Nelson moved to endorse the Sheriffs plan to move ahead with a four-year lease and move ahead with plans. Commissioner Jarvis seconded the motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.**

## Sullivan County, New Hampshire

## Financial Management Plan

## CDBG Project No. 07-410-CDED

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The following procedures shall apply to the financial management of the above referenced Community Development Block Grant. These procedures have been adopted in order to assure maximum accountability and eliminate the likelihood of fraud.

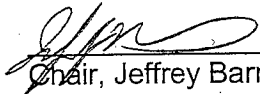
1. Checking Account. The County Treasurer (Cynthia Sweeney) shall open a separate non interest-bearing checking account upon the first disbursement of CDBG funds.
2. Records Maintenance. The Administrative Assistant (Sharon Johnson-Callum) will maintain a file containing all records pertaining to the CDBG Award, including records of financial transactions.
3. Authorization of Payments. All invoices and payment requests will be posted in a separate ledger by the Administrative Assistant and reviewed by the Interim County Manager (Gregory Chanis), who shall consult with the Grant Administrator (Niel Cannon) as to the appropriateness of payment. If approved by the Interim County Manager the Administrative Assistant will prepare a warrant and forward it to the County Commissioners for final approval.
4. Check Signing. All checks will be prepared by the Account Clerk (Dodi Violette) and, subject to the procedures outlined in paragraph 3, above, signed by the County Treasurer (Cynthia Sweeney).
5. CDBG Payment Requests. All CDBG payment requests will be prepared by the Grant Administrator and signed by the Interim County Manager.
6. Bank Account Reconciliation. The CDBG bank account shall be reconciled monthly by the Administrative Assistant.
7. Transaction Journals. All transactions shall be posted in separate journals maintained by the Administrative Assist and the Grant Administrator.
8. Disbursement of CDBG Grant Proceeds. In order to minimize the time that such funds remain idle, the County shall assure that all CDBG funds shall be disbursed within 3 days of receipt.
9. Approval of Contracts. All contracts that obligate the County to pay for products or services shall be signed and approved by the Interim County Manager, subject to the approval of the County Commissioners.
10. CDFA Reports. All CDFA reports, including semi-annual reports and the close-out report, shall be prepared by the Grant Administrator.

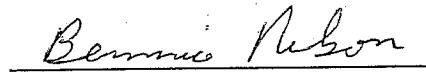
11. Audits. The County shall assure that the financial records, activity reports and other material prepared in conjunction with the CDBG funds shall be made available to its independent auditor. The County will also assure that it will take appropriate action to resolve any audit findings.

Adopted and approved by the Sullivan County Commissioners on:

Date: 2/19, 2008.

Signatures of the Board of Commissioners:

  
Chair, Jeffrey Barrette

  
Vice Chair, Bennie Nelson

  
Clerk, Ethel Jarvis



Antioch University New England  
40 Avon Street, Keene, NH 03431-3516

Phone: (603) 283-2105 • Fax: (603) 357-0718  
E-mail: ANEI@antiochne.edu • Web Site: www.anei.org

## Memorandum

To: Sullivan County Commission

From: Jim Gruber, Project Director, ANEI  
(802) 229 6307

RE: Study on "Recycling Collection and Processing Options for Sullivan County, NH"

Date: February 12, 2008

The purpose of this memo is to cover in brief the basic purpose and key points of my upcoming meeting with you on February 19<sup>th</sup>. The focus of my presentation will be on the recently released report, "Recycling Collection and Processing Options for Sullivan County, NH" that was prepared by Resource Recycling Systems under contract with the Sullivan County Commission. The study was jointly funded by the Sullivan County Commission, the City of Claremont, Town of Newport, and Antioch New England Institute.

The study concludes that in order to significantly increase recycling rates in the Town of Newport and the City of Claremont that both new recycling collection and processing systems are needed. Residents need convenient, easy, and relatively low-cost options for collecting recyclable materials (curbside recycling for Newport and Claremont), while waste haulers need convenient options to take their recyclable materials once they have collected these materials from residents and businesses. These new collection and processing options need to come on-line at basically the same time. The difference is that recyclables collection will need to be done at the town level, while processing will require a regional solution.

**Processing recyclables:** Today, recycling economics dictate that sorting of recyclable materials occur at a central processing facility rather than at the curbside. The Study looked at both the idea of constructing a new materials recovery facility (MRF) in Sullivan County – which would sort and process recyclable materials for market, as well as a recycling transfer facility wherein recyclable materials would be transferred to an existing out-of-county MRF where they would be sorted and processed.

Currently, private haulers would need to haul recyclable materials over 40 miles to the nearest materials recovery facility (Keene, NH). It is simply uneconomic for a private hauler to haul three-five tons of recyclable materials in a packer truck to a facility 40 miles away. This study

found that Sullivan County needs a recyclables transfer facility where sufficient quantities of recyclable materials – up to 20 tons – can be consolidated and economically transported. This recycling transfer station would be centrally located, likely in Claremont or Newport, and ideally co-located with a waste transfer station to minimize capital costs. Agreements can be negotiated with one of the area MRFs to accept the material and with the towns to deliver the material. Currently, several New Hampshire entities are considering building a new materials recovery facility that would pay Newport for its recyclable materials (one in Concord and another in Manchester). However, they would need a facility they would have the capacity to consolidate materials in 20-ton loads.

Ideally, this recycling transfer station would be a regional facility and would serve multiple towns. At one point, the Sullivan County Commission has expressed an interest in convening towns and serving as the lead entity. Alternatively, an individual town, such as the Town of Newport, could take the lead in constructing a recycling transfer station and enter into cooperative agreements with surrounding towns to accept their recyclable materials. The study found that a MRF could be viable for Sullivan County once a comfortable critical tonnage has been reached.

**Recyclables collection:** Communities throughout the United States have found that in order to achieve high recycling rates that the collection system for waste should match that for recyclables collection. Both Newport and Claremont residents and businesses are primarily served by private curbside solid waste collection, but must bring their recyclable materials to a recycling drop-off facility. If Newport and Claremont are seriously committed to increasing recycling and reducing solid waste bills for its residents, curbside recycling collection is an absolute must. There are several options that they can pursue in this regard. One is to have a town-operated program. Another option is for the town elected officials to pass an ordinance licensing all private waste haulers and requiring haulers as part of their license to offer curbside recycling collection.

Communities have also found that residents and businesses can increase their recycling rates significantly if they have an economic incentive to do so. Under a pay-as-you-throw (PAYT), program residents and businesses pay directly for the amount of waste they dispose of. For communities with curbside waste collection, residents would pay different rates for different-sized waste containers (such as 40 versus 80 gallon containers). Under this approach, recycling collection would not have a direct charge but would be rolled into the waste collection fee structure in order to provide the maximum economic incentive. As part of the haulers licensing requirements, elected officials can require haulers to offer different rates based upon different sized waste collection containers. An education and marketing campaign would accompany this rollout to generate interest and promote participation.

**Conclusion:** Recycling rates in Sullivan County are among the lowest in the State. This issue need leadership of elected officials to ensure that sufficient collection and processing facilities are available to increase recycling rates, reduce waste disposal, and save residents and businesses money.



## PAYT WORKS

Communities with PAYT charge residents for each bag or container of waste they use. For curbside programs, some towns require private waste haulers to structure rates depending upon the level of service they provide, e.g., lower rates to customers who generate less waste based upon the size of the waste container. For rural towns with transfer stations, towns might purchase specially designated bags or stickers that are applied to a specified sized trash bag.

## PAYT IN SULLIVAN COUNTY?

Sullivan County residents as a whole recycle 50% of their waste\*—far below the State of New Hampshire recycling goal of 40% and far below the recycling levels achieved by numerous other New Hampshire towns.

Research by Antioch New England Institute in 1998 found that Sullivan County residents can achieve a 50% recycling rate through a broad range of programs designed to reduce both the volume and toxicity of waste through waste reuse, recycling, composting, and other strategies.

Implementing a PAYT program can play a major role in helping to achieve this 50% recycling rate.

## HOW TO GET INVOLVED

Public education is a huge component of any effort to adopt a PAYT in your community. Once a PAYT is adopted and operating, PAYT communities have typically reported strong public support for their programs. Numerous Sullivan County towns are currently investigating the idea of converting to a PAYT program. The Town of Goshen recently adopted PAYT. Find out whether your town has a local solid waste committee. If it doesn't, ask the select board to form one and join the campaign.

## CONTACT US

For more information on how Sullivan County can benefit from the PAYT program, call the:

### Waste Action Collaborative of Sullivan County

John Tuthill at (603) 863-6366  
Rebecca MacKenzie or  
Jim Contois at (603) 542-0268

You can also contact:

### Antioch New England Institute

Antioch University New England  
40 Avon Street, Keene, NH 03431-3552  
(603) 283-2105

Or visit the:

U.S. Environmental Protection Agency's website at  
[www.EPA.gov/payt/](http://www.EPA.gov/payt/)

Most communities in Sullivan County have achieved recycling rates above 30%; however, the population centers of Keene and Newport are at 10%, bringing the overall county average down.

Information in this brochure was adopted from materials prepared by the U.S. Environmental Protection Agency.

Printed on 100% post-consumer recycled content and processed chlorine free.

# Pay-as-You-Throw

# PAYT

## for the Communities of Sullivan County

... an initiative to assist  
households in reducing  
waste, increasing recycling,  
and saving money

A campaign by the

**WASTE ACTION COLLABORATIVE**

of Sullivan County, New Hampshire



With **PAY AS YOU THROW (PAYT)**, residents pay for waste collection and disposal *directly*—based upon the *actual* amount of waste they generate.

## **PAY AS YOU THROW** for the communities of Sullivan County, NH

Disposing of  
solid waste  
costs money.

The question is —

*Who pays?*

### **PAYING FOR WASTE**

In many rural communities in Sullivan County, residents pay for solid waste disposal principally through their local property taxes. In larger communities, such as Claremont and Newport, most residents pay private haulers a flat monthly fee. People pay set amounts no matter how much waste needs disposing. While workable, these systems provide little incentive for people to reduce the amount of trash they generate or increase what they are willing to recycle.

### **A BETTER ALTERNATIVE**

The PAY AS YOU THROW (PAYT) program offers a more equitable way to pay for collection and disposal of trash while encouraging residents to create less waste and increase the amount they recycle.

### **COST EFFECTIVE**

Also called unit-based or variable-rate pricing, PAYT provides a direct economic incentive for residents to reduce waste and increase the amount they recycle. Because PAYT provides greater control over costs, residents who reduce waste and recycle are rewarded with a lower trash bill.

### **FAIR AND EQUITABLE**

Under PAYT, households are charged for waste disposal in much the same way that they are charged for electricity, gas, and other utilities—the less they use of a service, the less they pay. Without PAYT, everyone pays for those who do not recycle. PAYT offers a more equitable way to pay for collection and disposal of trash, while at the same time encouraging residents to create less waste and increase the amount they recycle.

### **A PROVEN SUCCESS**

Dozens of New Hampshire communities and thousands of communities across the United States have implemented and are running successful PAYT programs. Communities with PAYT programs in place have reported reductions in waste amounts ranging from 25-35% on average. Recycling tends to increase significantly as well. And, less waste means that a community might be able to spend less of its municipal budget on waste collection and disposal—possibly even freeing up funds for other essential services like education and police protection.

To: Superintendent Cunningham  
 From: Lt. Roberts  
 Ref: Population breakdown

Tuesday February 19, 2008

**POPULATION DATA:**

House of Corrections	Pre-Trial Inmates	Protective Custody
Male - 39	Male - 36	Male - 0
Female - 3	Female - 8	Female - 0
THU		
Male- 15		
Female- 0		
<b>Total Population (In House) - 86</b>		
Home Confinement	Weekender	
Male - 7	Male - 1	
Female - 3	Female - 0	
NHSP	Grafton County Admin Transfer	Cheshire County Admin Transfer
Male - 5	Male - 2	Male - 0
Female - 1	Female - 1	Female - 1
Hillsborough County Admin Transfer	Phoenix House	Strafford County Admin Transfer
Male - 1	Male - 0	Male - 0
Female - 0	Female - 1	Female - 3
Friendship House		
Male- 1		
<b>Total Census - 113</b>		
Temp Hold for other jurisdictions		
Cheshire County	NHSP	Carroll County
Male-1	Male- 2	Male-1
Female- 0	Female- 0	Female- 0
Pre Trial Services		
Male- 16		
Female- 8		

JANUARY 2008

MEDICARE							
	JANUARY 2007 COMPARE	JAN 07 AVG. CENSUS	ACTUAL	AVG DAILY CENSUS	BUDGETED	BUDGETED AVG CENSUS	VARIANCE
CENSUS:	559	18	390	13	589	19	-199
REVENUE	\$208,090.06		\$171,018.00		\$244,435.00		-\$73,417.00
AVERAGE RATE PER DAY	\$372.25		\$438.51		\$415.00		\$23.51

PRIVATE							
	JANUARY 2007 COMPARE		ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	473	15	582	19	620	20	-38
REVENUE	\$92,235.00		\$115,110.00		\$120,900.00		-\$5,790.00
AVERAGE RATE PER DAY	\$195.00		\$197.78		\$195.00		\$2.78

MEDICAID							
	JANUARY 2007 COMPARE		ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	3677	119	3,161	102	3,503	113	-342
REVENUE	\$517,758.37		\$492,041.26		\$519,915.26		-\$27,874.00
AVERAGE RATE PER DAY	\$140.81		\$155.66		\$148.42		\$7.24

HCBC (RESPITE)							
	JANUARY 2007 COMPARE		ACTUAL	AVG DAILY CENSUS	BUDGETED		VARIANCE
CENSUS:	0	0	0	0	31	1	-31
REVENUE	\$0.00		\$0.00		\$4,672.32		-\$4,672.32
AVERAGE RATE PER DAY	-		\$0.00		\$150.72		-\$150.72

Corrected Copy

Sullivan County Nursing Home  
Quarterly Resident Census

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		MANAGED		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		CARE		DAYS		FILLED	
Jul-07	4836	3374	80.70%	524	12.53%	283	6.77%	0	0.00%	0	0.00%	0	0.00%	4181	86.46%
Aug-07	4836	3296	82.38%	467	11.67%	235	5.87%	3	0.07%	0	0.00%	0	0.00%	4001	82.73%
Sep-07	4680	3153	79.02%	498	12.48%	336	8.42%	3	0.08%	0	0.00%	0	0.00%	3990	85.26%
1ST QUARTER	14,352	9,823	80.70%	1,489	12.23%	854	7.02%	6	0.05%	0	0.00%	0	0.00%	12,172	84.82%
Oct-07	4836	3205	75.18%	575	13.49%	461	10.81%	9	0.21%	13	0.30%	0	0.00%	4263	88.15%
Nov-07	4680	2961	75.15%	485	12.31%	491	12.46%	0	0.00%	0	0.00%	3	0.08%	3940	84.19%
Dec-07	4836	3107	75.97%	500	12.22%	483	11.81%	0	0.00%	0	0.00%	0	0.00%	4090	84.57%
2ND QUARTER	14,352	9,273	75.43%	1,560	12.67%	1,435	11.70%	9	0.07%	13	0.10%	3	0.03%	12,293	85.64%
Jan-08	4836	3161	76.48%	582	14.08%	390	9.44%	0	0.00%	0	0.00%	0	0.00%	4133	85.46%
Feb-08	4524	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Mar-08	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
3RD QUARTER	14,196	3,161	#DIV/0!	582	#DIV/0!	390	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	4,133	28.49%
Apr-08	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
May-08	4836	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
Jun-08	4680	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
4TH QUARTER	14,196	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	#DIV/0!	0	0.00%
FY '08 TOTAL	57,096	22,257	39%	3,631	6.36%	2,679	4.69%	15	0.03%	13	0.02%	3	0.01%	28,598	50.09%

RESIDENT CENSUS - FY 07

	TOTAL DAYS	MEDICAID		PRIVATE		SKILLED		HCBC		PRIVATE		LEAVE		TOTAL DAYS	
	AVAILABLE	DAYS		DAYS		DAYS		RESPITE		RESPITE		DAYS		FILLED	
1ST QUARTER	14,352	10,559	77.71%	1,938	14.27%	966	7.11%	124	0.91%	0	0.00%	0	0.00%	13,587	94.68%
2ND QUARTER	14,352	10,586	77.02%	1,765	12.83%	1347	9.80%	50	0.36%	0	0.00%	21	0.15%	13,748	95.79%
3RD QUARTER	14,040	10,179	75.89%	1,532	11.46%	1666	12.48%	22	0.17%	0	0.00%	7	0.05%	13,399	95.42%
4TH QUARTER	14,196	10,570	79.34%	1,757	13.21%	908	6.79%	57	0.42%	32	0.25%	5	0.04%	13,324	93.83%
FY '07 TOTAL	56,940	41,894	74.00%	6,992	12.28%	4887	8.58%	253	0.44%	32	0.06%	33	0.06%	54,058	94.94%

**Medicare Length of Stay Analysis**  
Sullivan County Health Care (SC)

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	Jan 2008	Dec 2007	Nov 2007	Oct 2007	Sep 2007	Aug 2007	Jul 2007	Jun 2007	May 2007	Apr 2007	Mar 2007	Feb 2007	12 Mos.	Calendar YTD
Total Admits & Readmits (All payer types)	15	11	16	17	10	12	6	7	13	13	15	22	157	15
MCR # Admits & Readmits	11	7	10	13	5	7	5	6	8	10	11	15	108	11
MCR # Discharges from facility	6	3	5	8	1	1	2	7	7	5	7	8	60	6
MCR Discharged LOS	21.5	33.7	11.4	24.1	18.0	1.0	25.0	37.9	29.7	32.8	28.7	40.1	28.4	21.5
MCR # End or A/R Change	7	5	4	3	3	4	1	1	6	3	9	6	52	7
MCR End or A/R Change LOS	85.3	57.4	45.0	100.0	70.3	35.5	89.0	14.0	65.8	86.7	41.0	53.5	60.9	85.3
Total Average MCR LOS	55.8	48.5	26.3	44.8	57.3	28.6	46.3	34.9	47.8	53.0	35.6	45.9	43.6	55.8
Total MCR Days	390	483	491	461	336	235	283	221	349	338	539	570	4696	390
Rehab RUGs	278	400	425	384	243	131	211	168	324	225	293	451	3533	278
% of Total MCR Days	71%	83%	87%	83%	72%	56%	75%	76%	93%	67%	54%	79%	75%	71%
Non-Rehab RUGs	112	83	66	77	93	104	72	53	25	112	238	119	1154	112
% of Total MCR Days	29%	17%	13%	17%	28%	44%	25%	24%	7%	33%	44%	21%	25%	29%
Default Days										1	8		9	
% of Total MCR Days											1%			
A ADL (low dependency)	74	99	77	152	133	117	50	21	56	106	194	153	1232	74
% of Total MCR Days	19%	20%	16%	33%	40%	50%	18%	10%	16%	31%	37%	27%	26%	19%
B ADL (medium dependency)	140	176	220	132	82	12	98	130	139	66	191	247	1633	140
% of Total MCR Days	36%	36%	45%	29%	24%	5%	35%	59%	40%	20%	36%	43%	35%	36%
C ADL (high dependency)	176	208	194	177	121	106	135	70	154	165	146	170	1822	176
% of Total MCR Days	45%	43%	40%	38%	36%	45%	48%	32%	44%	49%	27%	30%	39%	45%
Medicare Net Revenue	\$ 171,018	\$ 217,006	\$ 227,597	\$ 215,021	\$ 137,144	\$ 80,257	\$ 115,581	\$ 97,204	\$ 165,122	\$ 134,781	\$ 197,062	\$ 246,145	\$ 2,003,938	\$ 171,018

*Note: This report includes only the selection criteria listed below.*  
*Effective Date: From 01/01/2008 Thru 01/31/2008*

***Summary Admission / Discharge List Totals***

Sullivan County Health Care (SC)

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RI6300C

<i>Total From/To</i>	<i>Admissions</i>	<i>Discharges</i>
Assisted Living		1
Expired		3
Home		5
Hospital	13	5
Nursing Home	2	
<i>Total</i>	<u>15</u>	<u>14</u>

Note: This report includes only the selection criteria listed below.  
 Effective Date: From 01/01/2008 Thru 01/31/2008

**Summary Admission / Discharge List**

Sullivan County Health Care (SC)

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 RI6300B

<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
MCD	Expired		2
	Home		1
	Hospital	1	3
	Nursing Home	1	
	<i>Subtotal</i>	<u>2</u>	<u>6</u>
MRA	Expired		1
	Home		4
	Hospital	11	2
	<i>Subtotal</i>	<u>11</u>	<u>7</u>
PVT	Assisted Living		1
	Hospital	1	
	Nursing Home	1	
	<i>Subtotal</i>	<u>2</u>	<u>1</u>
<i>Total</i>		<u>15</u>	<u>14</u>



Note: This report includes only the selection criteria listed below.  
Effective Date: From 07/01/2007 Thru 01/31/2008

**Summary Admission / Discharge List**

Sullivan County Health Care (SC)

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RI6300B

<i>A/R Type</i>	<i>From/To</i>	<i>Admissions</i>	<i>Discharges</i>
HCB	Home	2	2
	<i>Subtotal</i>	<u>2</u>	<u>2</u>
INS	Unknown	1	
	<i>Subtotal</i>	<u>1</u>	
MCD	Unknown	2	
	FH		1
	Assisted Living	2	
	Expired		20
	Home	3	1
	Hospital	3	18
	Nursing Home	2	2
	<i>Subtotal</i>	<u>12</u>	<u>42</u>
MCP	Unknown	1	
	Assisted Living	1	
	Expired		1
	Hospital		1
	<i>Subtotal</i>	<u>2</u>	<u>2</u>
MRA	Unknown	8	
	H	1	
	HS	3	
	Assisted Living		1
	Expired		5
	Home	1	15
	Hospital	44	6
	Nursing Home	1	
	<i>Subtotal</i>	<u>58</u>	<u>27</u>
PVT	Unknown	4	
	H	1	
	Assisted Living	2	2
	Expired		4
	Home	1	8
	Hospital	3	2
	Nursing Home	1	1
	<i>Subtotal</i>	<u>12</u>	<u>17</u>
<i>Total</i>		<u>87</u>	<u>90</u>

*Note: This report includes only the selection criteria listed below.*  
*Effective Date: From 07/01/2007 Thru 01/31/2008*

**Summary Admission / Discharge List Totals**

Sullivan County Health Care (SC)

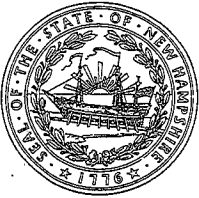
Page 1 of 1  
2/12/2008 3:08PM  
RI6300C

<i>Total From/To</i>	<i>Admissions</i>	<i>Discharges</i>
Unknown	16	
FH		1
H	2	
HS	3	
Assisted Living	5	3
Expired		30
Home	7	26
Hospital	50	27
Nursing Home	4	3
<i>Total</i>	<u>87</u>	<u>90</u>

## Revenue Projections

## Sullivan County Health Care

<b>FY07</b>	Medicaid	Private	Med A	Totals
Days in FY 07	41894	6992	4887	
Avg Census	114.78	19.16	13.39	147.32
 <b>FY08</b>	 Medicaid	 Private	 Med A	
Days YTD Jan 08	22257	3631	2679	
Avg Census	103.52	16.89	12.46	132.87
 Rev YTD thru Jan08	 3,448,943	 695,503	 1,158,155	 5,302,601
Avg Rate	154.96	191.55	432.31	
 <b>Proj Feb - Jun</b>	 Medicaid	 Private	 Med A	
Avg Census	103	18	12	133.00
Rate	150.91	195.00	420.00	
Res Days (151 days)	15553	2718	1812	
Proj Rev for Period	2,347,103	530,010	761,040	3,638,153
 <b>FY08 Proj Rev</b>	 5,796,046	 1,225,513	 1,919,195	 8,940,754
 Budgeted Rev	 6,121,583	 1,423,500	 2,878,025	 10,423,108
 <b>Difference</b>	 <b>-325,537</b>	 <b>-197,987</b>	 <b>-958,830</b>	 <b>-1,482,354</b>
 Updated	 02/11/08			



# State of New Hampshire

HOUSE OF REPRESENTATIVES

CONCORD

Appendix I

Feb. 10. 2008

Sullivan County Commissioners  
14 Main Street  
Newport, NH 03773

Dear Commissioners,

The financial condition of the County remains precarious. A new line of credit has been issued that is intended to last until June 30, 2008. Funds have been frozen but with the proviso that as the end of the fiscal year approaches, they may be unfrozen. It is our opinion that the Commissioners must seek outside financial expertise to oversee the rest of this fiscal year as well as help in crafting an effective budget for next year. We do not believe the Commissioners or the Delegation should rely solely on increased taxes for solving our deficit problem. A strong finance director with expertise in computer programs, accounting principles, budget controls, and state and federal regulations is needed as soon as possible. We recommend this person be independent of previous connections to the County.

We commend the Commissioners for returning the Sullivan County Health Center to County control and for their choice of Mr. Ted Purdy as Administrator and Ms. Rebecca Trudelle as Director of Nursing. At a hearing yesterday in front of the Municipal and County Committee, Rep. Skinder introduced a bill authorizing County Commissioners to be temporary administrators of a nursing home. This bill was co-sponsored by Reps. Gottling and Phinzy. During the questioning, it became apparent that this solution is unlikely as federal funding of Medicaid and Medicare clients might be put at risk. However, the committee proposed several interesting solutions that do not need state legislation.

1. Part of the job description of the Director of Nursing would include licensure as a Nursing Home Administrator or agreement to study for, take, and pass the examination within a prescribed time after hiring. The County would pay the cost of the examination.
2. Similarly, a County Administrator could also be required to have or study for and take this examination.
3. The County Commissioners could investigate the feasibility of sharing an administrator with another nursing home on a temporary basis.

The first two solutions are practical and are practiced in many Counties. At one time, our County had an executive serving these two positions. Sullivan County would no longer be held hostage by consulting companies if a nursing home administrator were suddenly incapacitated or died, left the position quickly and unexpectedly, or went on vacation. We hope the commissioners will consider these suggestions for providing a policy for emergency supervision of the SCHC.

Thank you for your consideration of these proposals.

Representative John Cloutier

*John K. Cloutier*

Representative Larry Converse

*Larry Converse*

*Tom Donovan*

Representative Tom Donovan

*Peter Franklin*

Representative Peter Franklin

*Raymond Gagnon*

Representative Ray Gagnon

*Suzanne Gottling*

Representative Suzanne Gottling

*Arthur P. Jillette Jr*

Representative Arthur Jillette

*Ellen Nielsen*

Representative Ellen Nielsen

*Carla Skinder*

Representative Carla Skinder

*Matthew S. Honder*

Rep. Matthew S. Honder